

**REQUEST FOR PROPOSAL ("RFP")**

**For**

**AUTO POUND MANAGEMENT, BOOT RELEASE AND TOW, AND RELATED  
TOWING SERVICES**

Specification No. **71969**

Required for use by:

**CITY OF CHICAGO**  
**(Department of Streets & Sanitation and Department of Revenue)**

This RFP distributed by:

**CITY OF CHICAGO**  
**(Department of Procurement Services)**

All Proposals and other communications must be addressed and returned to:

Montel M. Gayles, Chief Procurement Officer  
Attention: Altha Riley, Contract Negotiator  
Department of Procurement Services  
Bid and Bond Room - Room 301 City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

**A Pre-Proposal Conference will be held on Wednesday, February 25, 2009 at 10 a.m.,  
Central Standard Time, at City Hall, 11<sup>th</sup> Floor, Conference Room 1103, 121 N LaSalle St,  
Chicago, Illinois. Attendance is Non-Mandatory, but encouraged.**

**Proposals and \$900.00 Submittal Fee must be received no later than 4:00 p.m.,  
Central Standard Time, on April 06, 2009.**

**Altha Riley, Contract Negotiator, (312) 744-0762**

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**RICHARD M. DALEY**  
**MAYOR**

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**MONTEL M. GAYLES**  
**CHIEF PROCUREMENT OFFICER**

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## **EXHIBITS**

**EXHIBIT 1 Scope of Services**

**EXHIBIT R1 Boot Release and Tow Scope of Services**

**EXHIBIT R2 Data Entry Responsibilities**

**EXHIBIT R3 Boot Release and Tow Performance Measures and Service Levels**

**EXHIBIT 2 Fee Proposal**

**EXHIBIT 3 Company Profile Information**

**EXHIBIT 4 Company References/Client References**

**EXHIBIT 5 Special Conditions Regarding Minority and Women Owned Business Enterprise (M/WBE) Commitment, including:**

- 1. Attachment A: Assist Agencies*
- 2. Attachment B: Sample Letter to Assist Agencies*
- 3. Schedule B: Affidavit of Joint Venture (M/WBE)*
- 4. Schedule C-1: Letter of Intent from M/WBE to Perform as Subcontractor/Subcontractor*
- 5. Schedule D-1: Affidavit of M/WBE Goal Implementation Plan*
- 6. MBE/WBE Utilization Report*

**EXHIBIT 6 Economic Disclosure Statement and Affidavit (“EDS”)**

**EXHIBIT 7 Required Insurance Provisions and City of Chicago Insurance Certificate**

**EXHIBIT 8 City of Chicago Standard Terms and Conditions**

**EXHIBIT 9 Historical Usage Information**

**EXHIBIT 10 City Chicago Contractors Performance and Payment Bond**

**REQUEST FOR PROPOSAL ("RFP")**  
**FOR**  
**AUTO POUND MANAGEMENT, BOOT RELEASE AND TOW, AND RELATED**  
**TOWING SERVICES**  
**SPECIFICATION NO. 71969**

**I. GENERAL INVITATION**

**1.1 Purpose of the RFP**

The City of Chicago ("**City**"), acting through its Department of Streets and Sanitation and the Department of Revenue, invites the submission of proposals for Auto Pound Management, Boot Release and Tow, and Related Towing Services. The intent of the RFP is to contract with a qualified company who can provide auto pound management, boot release and tow, and related towing services ("Services") , as described herein.

Companies who have demonstrated experience in this area, and an interest in making their services available to the City of Chicago, are invited to respond to this RFP.

For purposes of this RFP, **Chief Procurement Officer ("CPO")** means the Chief Procurement Officer for the City of Chicago. "**Respondents**" means the companies or individuals that submit proposals in response to this RFP. The documents submitted will be referred to as "**Proposals**."

The selected Respondent(" Contractor") awarded a contract pursuant to this RFP shall perform all applicable duties as outlined in the Scope of Services attached hereto as Exhibit 1 and Exhibit R1 through R3.

The work contemplated is professional in nature. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Respondent under a contract awarded pursuant to this RFP will be confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City. Any contract resulting from this RFP document will require the Contractor to execute a statement of confidentiality. The Respondent shall be financially solvent and each of its members if a joint venture, its

employees, agents or subcontractors of any tier shall be competent to perform the services required under this RFP document.

## **1.2 Downloadable RFP Documents**

All materials related to the RFP will be available on the internet at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/Spec71969.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/Spec71969.pdf)

In the event you do not have download capability, all materials may be obtained from the City of Chicago Department of Procurement Services' Bid & Bond Room, located in Room 301, City Hall, 121 N. LaSalle in Chicago, IL 60602.

A Respondent who chooses to download a RFP solicitation instead of picking it up in person will be responsible for checking the aforementioned web site for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the web site shall not relieve Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing your Proposal. Note, there may be multiple clarifications and/or addenda. Any harm to the Respondent resulting from such failure shall not be valid grounds for a protest against award(s) made under the solicitation.

All Respondents are responsible for obtaining all RFP materials. If Respondent chooses to download and print RFP document, the Respondent must contact the City of Chicago, Department of Procurement Services, Bid & Bond Room by either: faxing a legible copy of Respondent's business card, referencing Specification No. 71969 to (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773, to register Respondent's company as an RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP.

## **1.3 General Information And Guidelines**

### **1. Communications Between the City of Chicago and Respondents**

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be in writing, sent by email to Altha Riley at [Altha.Riley@cityofchicago.org](mailto:Altha.Riley@cityofchicago.org) or fax at 312-744-7679, and directed to the attention of **Altha Riley, Contract Negotiator, Department of Procurement Services, Room 403 , City Hall and must be received no later than 4:30 p.m., Central Standard Time, on March 03, 2009.** The face of each envelope or the cover sheet of the fax must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFP, and are "Not a Proposal," and must refer to "Request for Proposal (RFP) for Auto Pound Management, Boot Release and Tow, and Related Towing Specification No. 71969." No telephone

calls will be accepted unless questions are general in nature. A Respondent that deviates from any of these restrictions is subject to immediate disqualification from this RFP process.

2. Pre-Proposal Conference

The City will hold a Pre-Proposal Conference on February 25, 2009 at 10 am, Central Standard Time, at City Hall, 11th Floor, Room 1103, 121 N LaSalle Street, Chicago, Illinois. All interested parties are invited to attend. The City will answer questions and clarify the terms of the RFP at the Pre-Proposal Conference. The City may respond both to questions raised on the day of the conference, and to questions faxed or mailed prior to the conference.

**1.4. Deadline And Procedures for Submitting Proposals**

1. To be assured of consideration, Proposals must be received by the City of Chicago in the City's Bid and Bond Room (Room 301, City Hall) no later than 4:00 p.m. Central Standard Time on April 6th, 2009. The Bid and Bond Room can be reached at telephone number 312-744-9773.
2. Proposals must be delivered to the following address:  
  
Montel M. Gayles, Chief Procurement Officer  
Department of Procurement Services  
Bid and Bond Room  
Room 301, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602
3. Respondent must submit 1 original and 11 copies of the Proposal. The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.
4. The outside of each sealed envelope or package must be labeled as follows:

**Proposal Enclosed**

Request for Proposal (RFP) for Auto Pound Management, Boot  
Release and Tow, and Related Towing Services  
Specification No. 71969  
Due: 4:00 p.m., April 06, 2009  
Submitted by: (Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

### **1.5. RFP Information Resources**

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFP can be located in the following areas of the City's website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement):

- Search MBE/WBE Directory Database
- Pre-Bid/Proposal Conference Attendees
- Addendums and Exhibit(s), if any.

### **1.6. Procurement Timetable**

The timetable for the RFP solicitation process is summarized below. Note that these target dates are subject to change by the City.

Key Activity	Target Date
City Issues RFP	February 18, 2009
Walk Through Site Visit	February 24, 2009
Pre-Proposal Conference	February 25, 2009
Pre-Proposal Questions Due	March 03, 2009
Proposals Due	April 06, 2009

## **II. SCOPE OF SERVICES**

### **2.1. Scope of Services**

The Services that the City seeks to acquire are described in detail in Exhibit 1 and Exhibit R1 through R3 of this RFP.

### **2.2 Term of Services**

The base contract term will be three (3) years from the date the City awards a contract plus (3) one year extension options mutually agreed to by both parties.

### **2.3 Walk-Through Site Visits**

The City strongly recommends that all interested Respondents attend the non-mandatory, accompanied walkthrough site visit scheduled on February 24, 2009, Central Standard Time,

at City of Chicago, Auto Pound #2 located at 10301 South Doty Avenue at 10:00 a.m. followed by a site visit to Auto Pound #6 located at 701 North Sacramento at 1 p.m., **Important!** Locations are only available during the date/time listed. Submit the names and contact information of the attendees to Altha Riley, [altha.riley@cityofchicago.org](mailto:altha.riley@cityofchicago.org) no later than 12:00 p.m. , Central Standard Time, on February 23, 2009. No more than 5 individuals from any one company may attend. Bring identification. No recording device or camera of any kind is allowed. **Please note: Respondents are responsible for their own transportation. There will be no additional site walk through.**

### **III. PREPARING PROPOSALS: REQUIRED INFORMATION**

**Each Proposal must contain all of the following documents and must conform to the following requirements.**

#### **3.1 Format of Proposals**

Proposals should be prepared on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for bids, Proposals, reports, and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned.

**Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth in Section 3.3. Each page of the Proposal must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized.**

#### **3.2 Fees Relating to the Submission of Proposals**

(a) The Chief Procurement Officer shall require, for each request for proposals where the estimated dollar value of the contract, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00, that each Respondent submit with its bid or proposal a non-refundable "Submittal Fee", in the amount described below. The Submittal Fee must be submitted no later than the date and time on which the Proposal is due. The Submittal Fee must be payable to the City of Chicago in the form of a certified check, cashier's check, money order or such other payment method as may be acceptable to the Chief Procurement Officer. The amount of the Submittal Fee shall be based upon the Chief Procurement Officer's estimated value of the contract, as follows:

TABLE INSET:



Estimated Contract Term Value	Fee
Over \$10,000,000.00	\$900.00

(b) This section does not apply to contract solicitations to the extent prohibited by federal or state law or regulation.

(Added Coun. J. 12-15-04, p. 39840, § 1; Amend Coun. J. 12-7-05, p. 64870, § 1.1)

### **3.3 Required Content of Proposals**

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFP. By submitting a response to this RFP, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract. While the City recognizes that Respondents provide costs in varying formats, compliance with the enclosed costing structure in EXHIBIT 2, is critical to facilitating equitable comparisons.

At a minimum, the Proposal must include the following information:

#### **1. Cover Letter**

Respondent must submit a cover letter signed by an authorized representative of its company committing Respondent to provide the Services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process. The letter must:

- (i) Indicate the number of years the company has been in business, and provide an overview of the experience and background of the entity and its key personnel committed to this project.
- (ii) Identify the legal name of the entity, its headquarters address, its principal place of business, its legal form (e.g., corporation, joint venture, limited partnership, etc.), and the name of its principals or partners and authority to do business in Illinois.
- (iii) Indicate the name and telephone(s) of the principle contact for oral presentations, or negotiations.
- (iv) Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business

Enterprise (**MBE**) and Women Business Enterprise (**WBE**) Commitment attachment to this RFP.

- (vii) Include a statement of any objections or comments to the City's Standard Terms and Conditions containing some of the terms that the City requires as stipulated in Exhibit 8 of this RFP.
- (viii) Acknowledge receipt of all Addenda issued by City.

2. **Professional Qualifications, Specialized Experience of Respondent and Team Members Committed to this Project**

- (i) Identify participants in Respondent's "Team." For example if Respondent is a business entity that is comprised of more than one legal participant (e.g., Respondent is a general partnership, joint venture, etc.), then Respondent must identify or cause to be identified all participants involved, their respective ownership percentages, and summarize the role, degree of involvement, and experience of each participant separately. If Respondent has a prime contractor/subcontractor relationship instead, this information regarding role, involvement and experience is also required for any subcontractor that is proposed to provide a significant portion of the work.
- (ii) Provide a chronological history of all mergers and/or acquisitions involving the Respondent team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.

If Respondent proposes that major portions of the work will be performed by different team members (subcontractors, joint venture partners, etc), Respondent must provide the required information as described below for **each** such team member.

A. **Company Profile Information (See Form in EXHIBIT 3).**

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner. Each partner must execute:

- (i) Schedule B as shown in EXHIBIT 5, if joint venture includes City of Chicago certified MBE/WBE firms(s), as applicable.
- (ii) Separate Economic Disclosure Statement and Affidavit ("EDS") as shown in EXHIBIT 5, completed by each partner and one in the name of the joint venture or partnership business entity.

(iii) Insurance certificate in the name of the joint venture business entity.

**B. Company References/Client Profile (See Form in EXHIBIT 4)**

Respondent must provide references, preferably at least 3, and preferably from municipalities on contracts of similar scope and magnitude as described in this RFP. No more than 1 of these references may be from previous or current contracts between Respondent and City of Chicago. Experience will not be considered unless complete reference data is provided. At a minimum, the following information must be included for each client reference:

- Client name, address, contact person name, telephone, and fax number.
- Description of services provided similar to the services outlined in EXHIBIT 1 and EXHIBIT R1 through R3, Scope of Services of this RFP.
- Nature and extent of Respondent's involvement as the prime contractor. Identify services, if any, subcontracted, and to what other company.
- Total dollar value of the contract.
- Contract term (Start and Expiration).

The City may solicit from previous clients, including the City of Chicago, or any available sources, relevant information concerning Respondent's record of past performance.

**C. Capacity to Perform City Project**

Respondent must provide a summary of current and future projects and commitments and include projected completion dates. Describe how any uncompleted projects will affect your ability to deliver services, capacity to perform within the City's timeline and affect dedicated resources committed to the City's project. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities? What percentage of the work will be subcontracted?

**D. Business License /Authority to do Business in Illinois**

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing the services described in this RFP in the City of Chicago, County of Cook and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the Secretary of State to do business in the State of Illinois. Provide copies with the Proposal submission. Respondent must provide

copies of its license as an Automotive Dealer, Recycler, Rebuilder, or Scrap Processor under Chapter 5 of the Illinois Vehicle Code.

3. **Professional Qualifications, Specialized Experience and Local Availability of Key Personnel**

Respondent must provide a summary of key personnel who will be dedicated to the Services described in this RFP. For each person identified, describe the following information:

- Title and reporting responsibility.
- Proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility, if appropriate)
- Pertinent areas of expertise and past experience
- Base location (local facility, as applicable)
- Resumes or corporate personnel profiles which describe their overall experience and expertise.

4. **Fee Proposal**

Respondent must provide a detailed fee proposal for the required Services according to EXHIBIT 2. The City reserves the right to negotiate rates, terms and conditions with selected Respondent.

5. **MBE/WBE Commitment**

Respondent must complete and submit the forms that are attached to this RFP in EXHIBIT 5 to evidence Respondent's proposed MBE/WBE participation in some aspect of the contract. The current Minority Business Enterprise (MBE) participation goal is 25%, and the current Women Business Enterprise (WBE) participation goal is 5% of the total contract value.

Respondent must submit a completed Schedule D-1 and obtain a separate Schedule C-1 completed and signed by each proposed MBE and WBE firm describing the services to be provided. With each Schedule C-1 form, Respondent should submit a current Letter of Certification issued by the City of Chicago Department of Procurement Services. The proposed MBE or WBE firm must be certified by the City of Chicago at the time of Proposal submission. The City reserves the right to require Respondents to replace any proposed MBE/WBE that is not certified with the City of Chicago.

Further, the percentage participation for each MBE or WBE firm on the individual Schedule C-1s should match the percentages for each MBE or WBE firm listed on the Schedule D-1. All schedules submitted must be original signature. Failure to submit these documents, or incomplete documents, may result in Respondent being declared non-responsive.

In order to determine the best way in which to achieve and document MBE/WBE participation, Respondent must refer to the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment attached to this RFP as EXHIBIT 5. To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website: [www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

**6. Implementation Plan**

Respondent must include a comprehensive and detailed overall plan for implementing the Scope of Services outlined in Exhibit 1 (for Department of Streets and Sanitation's Auto Pound Management and Related Towing Services) and Exhibit R1 through R3 (for Department of Revenue's Boot-Release-and-Tow) including, but not limited to, capacity to perform the Services.

The implementation plan must include, but not be limited to, the following:

**A. Approach to Implementing Project(s)**

- a. Respondent must submit a plan for the operation of each Auto Pound. Respondent must propose how the Pounds will be maintained with special emphasis on how the Pound will be managed for general public retrieval of Vehicles. The plan must include steps for maintaining, managing and operating the Pounds so the Vehicles identified by the City to be towed are adequately stored and can be returned by the Contractor to the third party claiming a Vehicle in accordance with all applicable laws and ordinances. In addition, Respondent must propose what automated inventory system it will use in order to facilitate the inventory of Vehicles as they arrive at the Pounds.
- b. Respondent must propose how the Pounds will be staffed (i.e., how many drivers, how many managers, customer service, etc...) and what type and quantity of equipment (i.e., fork lifts, tow trucks, etc...) Respondent has for this operation. Respondent must dedicate sufficient Vehicles and manpower to perform the estimated annual tows as estimated in the Scope of Services, Section III- Volume of Tows and Unclaimed Vehicles.

- c. Respondent must propose a plan for maintenance of the Pounds as described in Exhibit 1, Scope of Services, Section XIV- Improvements, Maintenance, Repair and Security of the Auto Pounds. Respondent shall be responsible for, at their own expense, the removal and/or disposal of debris related to auto pound management i.e., tires, trash and bumpers.
- d. Respondent must provide a plan to provide a work area at the site for personnel and staff the Pounds with adequate personnel to operate the Pounds. This must include sufficient space for Respondent's personnel, up to two (2) City-provided cashiers, a City employee responsible for compliance with the Illinois Vehicle Code and any and all necessary telephone, data lines, electrical lines and associated costs. Respondent must provide an automated telephone system to take calls from the public to see if their Vehicle has been impounded. Respondent's plan must address all requirements of the Scope of Services.
- e. Respondent must provide a plan for the disposal of vehicles as stated in Exhibit 1, Scope of Services, Section X- Disposal of Vehicles.
- f. Respondent should describe in detail its approach, strategies and methodologies utilized to complete projects. Describe your policies and procedures for start-up, quality control, security measures, project management, including your approach to overcoming obstacles, if any, and troubleshooting to resolve problems
- g. Describe the equipment (e.g. closed-circuit TV cameras, communication devices and systems, image copiers, flat-panel TV monitors, office equipment, etc., if any) other materials and supplies and storage facilities; describe the resources responsible for performing the maintenance and repair for this equipment and provisions for providing a backup in the event of equipment performance failure.
- h. Describe the timeline for executing the various phases of implementation, from date of contract award notification (and any preliminary actions or tasks undertaken in advance of such notice, if any), to early transition and cut-over from the current vendor into your company's control. Describe any projected reductions in management or supervisory workforce (anticipating a leveling-off of a learning curve), if any.
- i. Describe all hardware, software, and middleware requirements that you anticipate needing to be provided by your company in order to meet the requirements of this RFP (e.g. main inventory management system and reporting software; hand-helds (and barcode systems), security system software and security equipment; software license agreements, if any, GPS system equipment and software; automated

telephone system; and all other electronic devices); dispatch process and related metrics (time-stamps to account for call-out/call-in reporting); timelines for installing and testing these applications; backup (disaster recovery) considerations provided, if any; describe the training of your personnel on these applications. NOTE: The City may request a demonstration of this software as part of its evaluation.

- j. Auto Pound facilities must be kept in good repair and maintained in good operating condition at all times – all at no extra or separate cost to the City. (See Exhibit 1, Scope of Services, Section XIV, Improvements, Maintenance, Repair, and Security of the Auto Pounds.)

Describe the management processes intended for making any repairs necessary to keep the Auto Pound facilities in a safe, secured, and clean condition, in a manner acceptable to the Commissioner, insofar as repairs and maintenance of the Auto Pounds shall include, for example:

- waste control, including the removal and proper disposal of waste, litter, and debris and policing of grounds to keep them clean;
  - repairs and maintenance of roadways, fences, signage, security lighting systems;
  - the grading of roadways, snow removal and salting of roadways, and all other maintenance necessary to keep the roadways safe to all persons and properties at all times;
  - replacement, if necessary, of other Auto Pound structures, such as fencing and gates, signage, lighting, and security systems.
- k. Describe the number and types of tow-truck vehicles available for deployment for each Auto Pound and methods for ramping-up and down based on a particular days' needs or anticipated needs (e.g. heavy snow fall anticipated and/or towing for special events that require removal of numerous vehicles in a short period of time).
  - l. Describe in detail (age and condition) of the front-end loader heavy-equipment and any other heavy-duty equipment needed to be provided at each Auto Pound and whether it is or is not currently available for inspection by the City of Chicago. If a certain number of heavy-equipment pieces will need to be purchased in order to meet the requirements described in this RFP, then describe the plans and conditions for acquiring each in order to meet these requirements by the time of contract start-up.

B. Organization Chart

The proposed implementation plan should include an organization chart which clearly illustrates all firms (joint venture partners, if any, subcontractors, etc.); their relationship in terms of proposed services to the City of Chicago; and key personnel involved and the following information:

- (a) A chart which identifies not only the proposed organizational structure, but also key personnel by name and title. Staffing levels of each organizational unit should be estimated. The specific role of each of the firms in a team or joint venture for each task/work activity must be described.
- (b) Staffing requirements. Provide an assessment of staffing needs for each major activity area by job title and function. The assessment should include full-time equivalents for professional staff and supervisors committed to the City of Chicago. Also, provide an assessment of City resources required in terms of City of Chicago personnel, equipment or facilities required, if any, to implement services.

(c) Dedicated Resources

Respondent must provide, where appropriate, evidence of sufficient certified/licensed professional staff and support staff, equipment and facilities necessary to perform the services. Describe proposed resources available and dedicated to the proposed services.

7. **Legal Actions**

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent company of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- a) A debtor in bankruptcy; or
- b) A plaintiff or defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or
- c) A respondent in an administrative action for deficient performance on a project or related to service reliability, or in violation of a statute; or
- d) A defendant in any civil or criminal action; or



- e) A named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or related to service reliability, or in violation of a statute; or
- f) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- g) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from any of Respondent's team members during the evaluation process.

8. **Financial Statements**

Respondent must provide a copy of last three (3) years financial statements. Respondents that are comprised of more than one entity must include financial statements for each entity. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

9. **Economic Disclosure Statement and Affidavit ("EDS")**

Respondent must submit a completed and executed EDS. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS as applicable, per the instructions of the EDS. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must complete an EDS. All affidavits must be notarized. The EDS form is attached to this RFP as EXHIBIT 6.

**Respondent must not scan or otherwise reproduce the EDS form for purposes of altering the form.**

Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

10. **Insurance**

Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached EXHIBIT 7.

11. **Performance Bond**

If your Proposal includes any public work, construction or improvement to the auto pound sites involving the expenditure of more than \$100,000.00 , then the Respondent should provide evidence of its ability to provide the City with a performance bond, which the selected Respondent must furnish in the amount of thirty-three and one-third percent (33 1/3%) of the contract value on the form "Contractor's Performance and Payment Bond," Form P.W.O. 62, a specimen of which is attached as Exhibit 10 by the time the contract is executed. Attention is called to the provisions of 30 ILCS 550/1, et. seq. and to the provisions of Section 2-92-030 of the Municipal Code of Chicago. The surety must be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount equal to or greater than the amount bid by the Contractor. This Circular 570 is available on the Internet at [www.fins.treas.gov/c570](http://www.fins.treas.gov/c570). Co-sureties may be accepted in the sole discretion of the Chief Procurement Officer, but each co-surety must individually meet the foregoing requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation. The contract will include the obligation of the contractor to provide the actual performance bond in one third of the contract amount at the time of contract execution.

#### **IV. EVALUATING PROPOSALS**

An Evaluation Committee, which will include the representatives of the Department of Streets and Sanitation, the Department of Revenue, and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The RFP proposal evaluation process is organized into three phases:

- Phase I - Preliminary Proposal Assessment
- Phase II - Proposal Evaluation
- Phase III - Site Visits, System Demonstrations, and/or Oral Presentations  
(if necessary)

##### Phase I - Preliminary Proposal Assessment

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section 3.3, Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

## Phase II - Proposal Evaluation

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan, fee proposal and other factors based on the evaluation criteria outlined in Section IV. Evaluating Proposals.

As part of the evaluation process, the EC will review the information required by Section 3.3 for each Proposal received. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

In addition, the Evaluation Committee will review the Respondent's Proposal to determine overall responsiveness and completeness of the Proposal with respect to the requirements outlined in this RFP, using the following criteria (not necessarily listed in order of importance):

### A. Professional and Technical Competence

1. Ability to provide the Services described in the RFP, including capacity to achieve the project goals, objectives and scope of services.
2. Professional Qualifications and Specialized Experience of Respondent and its Team in providing Auto Pound Management, Boot Release and Tow, and Related Towing on projects of similar scope and magnitude (e.g., specifically with respect to large organizations, organizations with strong identities of their own and government agencies).
3. Professional Qualifications and Specialized Experience of Respondent's Team Personnel and other Key Personnel and Local Availability of Key Personnel committed to the City of Chicago account.

4. Past and Current Performance of the Respondent (and Team members) on other contracts in terms of quality of services and compliance with performance schedules. The Evaluation Committee may solicit from current and/or previous clients including the City of Chicago, other government agencies, or any available sources, relevant information concerning the Respondent's record of performance.
- B. Quality, Comprehensiveness and Adequacy of the Proposed Implementation Plan for implementing Auto Pound Management, Boot Release and Tow, and Related Towing Services, including the staffing plan, local availability and commitment of personnel who will manage and oversee the City of Chicago account.

The Evaluation Committee will review each Proposal for the Respondent's understanding of the objectives of the Services and how these objectives may be best accomplished. Each Respondent will be evaluated on their overall strategy, methodology, timetable, and approach to meeting the City's requirements.

- C. Fee Proposal relative to information provided in EXHIBIT 2.
- D. The level, relevancy and quality of participation by MBE/WBE firms certified by the City of Chicago. It should be noted that non-responsiveness to this requirement may be cause for the prospective Respondent to be disqualified.
- E. Legal Actions - The EC will consider any legal actions, if any, against Respondent and any division, subsidiary or parent company of Respondent, or against any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation.
- F. Financial Stability – The EC will consider the financial condition of Respondent. Respondent must be financially stable to ensure performance over the duration of the contract.
- G. Compliance with Laws, Ordinances, and Statutes – The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract.
- H. Degree to which the Respondent accepts the City's Standard Terms and Conditions in Exhibit 8 enabling the City to successfully negotiate a contract.
- I. Conflict of Interest – The EC will consider any information regarding Respondent, including information contained in Respondent's Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent's ability to satisfactorily perform the proposed Services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing of this RFP or any

services related to this RFP, such Respondent may be disqualified from further consideration.

## **V. SELECTION PROCESS**

After the Evaluation Committee (“EC”) completes its review of Proposals in Phase II, it may submit to the Director of the Department of Revenue and the Commissioner of the Department of Streets and Sanitation, a recommended short list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one Respondent, or a recommendation to reject any or all Proposals.

### Phase III- Site Visit, System Demonstration, and/or Oral Presentations

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Chief Procurement Officer those short-listed Respondents may be subject to a site visit and/or invited to appear before the Evaluation Committee for an oral presentation; to clarify in more detail information what was submitted in Respondent’s Proposal; and/or to ask Respondent to respond to additional questions. Afterwards, the Evaluation Committee will make a final evaluation, including a final ranking of the Respondents, and will submit a recommendation for one Respondent to the Commissioner of the Department of Streets and Sanitation and the Director of the Department of Revenue.

If the Commissioner of the Department of Streets and Sanitation and the Director of the Department of Revenue makes a recommendation to select a Respondent, the recommendation will be forwarded to the Chief Procurement Officer for authorization to enter into contract negotiations with the selected Respondent.

The City will require the selected Respondent to participate in contract negotiations. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award a contract. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable fee proposal for the Services or any other terms or conditions, the Commissioner of the Department of Streets and Sanitation and the Director of the Department of Revenue may ask the Chief Procurement Officer to terminate negotiations with the selected Respondent, and to negotiate with any of the other qualified Respondents, until such time as the City has negotiated a contract meeting its needs.

The City reserves the right to terminate this RFP solicitation at any stage if the Chief Procurement Officer determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City of Chicago to enter into any contract of any kind with any party.

## **VI. CONFIDENTIALITY**

Respondent may designate those portions of the Proposal which contain trade secrets or other proprietary data which must remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- Mark the title page as follows: "This RFP proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert page numbers or other identification)."
- Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

Notwithstanding the above, all submissions are subject to the Freedom of Information Act.

## **VII. ADDITIONAL DETAILS OF THE RFP PROCESS**

### **7.1 Addenda**

If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take Out Sheet" prior to the Proposal due date. Prospective Respondents are automatically listed when they sign for a copy or leave a business card for the RFP package in the Bid and Bond Room. Each addendum is incorporated as part of the RFP documents, and receipt must be acknowledged by the prospective Respondent.

The addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services according to the provisions of Section I - 1.3-1 in this RFP;
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference.

### **7.2 City's Rights to Reject Proposals**

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP; or that do not contain at least the information required by Section III. If no Respondent is selected through this RFP process, then the Chief Procurement Officer may use any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago to obtain the Services described here.

### **7.3 No Liability for Costs**

The City is not responsible for costs or damages incurred by Respondents, team member(s), subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the Proposal and of participating in any conferences, site visits, systems demonstrations, oral presentations or negotiations.

### **7.4 Prohibition on Certain Contributions – Mayoral Executive Order No. 05-1**

Pursuant to Mayoral Executive Order No. 05-1, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent and all the other preceding classes of persons and entities are together, the "Identified Parties") must not: (a) make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee; (b) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (c) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (d) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

If Respondent violates this provision or Mayoral Executive Order No. 05-1 prior to the award of an Agreement from this request for qualifications/proposals/ information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal

Code of Chicago, as amended.

Individuals are “Domestic Partners” if they satisfy the following criteria:

- A. they are each other's sole domestic partner, responsible for each other's common welfare; and
- B. neither party is married; and
- C. the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- D. each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- E. two of the following four conditions exist for the partners:
  - 1. The partners have been residing together for at least 12 months.
  - 2. The partners have common or joint ownership of a residence.
  - 3. The partners have at least two of the following arrangements: a. joint ownership of a motor vehicle; b. a joint credit account; c. a joint checking account; d. a lease for a residence identifying both domestic partners as tenants.
  - 4. Each partner identifies the other partner as a primary beneficiary in a will.

“Political fundraising committee will have the meaning as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Mayoral Executive Order No. 05-1.

## **7.5 False Statements**

### **(a) 1-21-010 False Statements**

Any person who knowingly makes a false statement of material fact to the City in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the City for a civil penalty of not less than \$500 and not more than \$1,000, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the City's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

### **(b) 1-21-020 Aiding and abetting.**



Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the City for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the Corporation Counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

## **7.6 Prevailing Wage Rates**

To the extent required by law, the Consultant must comply and must cause all of its subcontractors to comply and insert appropriate provisions in their agreements, with the Prevailing Wage Act, 820 ILCS 130/01 et seq. (the “Act”) regarding the payment of the general prevailing rate of hourly wage for all laborers, workers and mechanics employed by or behalf of the Consultant and all subcontractors in connection with the Services. The term “general prevailing hourly rate,” when used in the Act means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacations and pensions paid generally, in the locality in which the work is being performed, to employee engaged in work. The Consultant is fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the Illinois Department of Labor (“IDOL”), at the time the work is performed. If IDOL revises the prevailing rate of hourly wages to be paid for the work before completion of the work under this Agreement, the revised rates will not entitle the Consultant to any increased compensation under the terms of the contract. As a condition of making payment under the contract, the City may require the Consultant to submit an affidavit to the effect that not less than the prevailing hourly wage is being paid to laborers, mechanics, and other workmen employed under the contract in accordance with Illinois law.

To view the current prevailing wage rates see the State of Illinois’ website at [www.state.il.us/agency/idol/rates/ODDMO/cook9999.htm](http://www.state.il.us/agency/idol/rates/ODDMO/cook9999.htm)

**EXHIBIT 1**  
**SCOPE OF SERVICES**

## EXHIBIT 1 SCOPE OF SERVICES

### I. DEFINITIONS

**“Abandoned Tows”** means the abandoned Vehicle(s) identified by the Department of Streets and Sanitation to be towed by the Contractor to a designated Auto Pound.

**“Auto Pound”** (also referred to as Pound(s)) means any fixed City of Chicago location designated by the Department of Streets and Sanitation where vehicles towed in accordance with this agreement are impounded and if applicable managed until released to owners, transferred or disposed of. **“Pounds”** means the auto pounds described in Exhibit 1 incorporated here by reference and any additional locations as designated by the Commissioner.

**“Boot”** means (i) the mechanical device specifically designed to immobilize an Eligible Vehicle (and which is put onto an Eligible Vehicle’s wheel by City of Chicago Department of Revenue personnel); (ii) the action of installing a Boot onto an Eligible Vehicle (to Boot).

**“Boot-Release-and-Tow”** means the Eligible Vehicle(s) designated by the Department of Revenue to have that Eligible Vehicle’s boot removed by the Contractor and then have that Vehicle Immediately Towed.

**“CANVAS”** is an acronym for: *Central Adjudication, Noticing, and Violation Administration System* – the Department of Revenue’s proprietary parking database application and main Boot operations server.

**“Code”** means the Municipal Code of the City (1990), as amended.

**“Commissioner”** means the Commissioner of the Department of Streets and Sanitation, and any representative authorized in writing to act on the Commissioner’s behalf.

**“Department”** means the City of Chicago Department of Streets and Sanitation or the City of Chicago Department of Revenue as applicable.

**“Disposal Report”** means a list provided from time to time by the City to the Contractor of Vehicles no longer subject to retrieval by Owner.

**“Director”** means the Director of the Department of Revenue, and any representative authorized in writing to act on the Director’s behalf.

**“Eligible Vehicle”** means a Vehicle that was Booted and is now eligible to be towed as an Immediate Tow to be impounded.

“**GOA**” means that a Vehicle is “gone on arrival” by the time the Contractor’s tow truck driver arrives at the specified address where a Vehicle to be towed is supposed to be at, or near.

“**GPS**” means Global Positioning System, its software, middleware, hardware and related devices, materials, and supplies necessary to track and place the location of the Contractor’s tow trucks while performing services for the City.

“**Heavy Duty**” means those vehicles that have a Gross Vehicle Weight greater than 8,000 lbs.

“**High Boot Tamper Areas**” are those areas that the Department of Revenue identifies from time to time as being impacted disproportionately by Boot tampering.

“**Immediate Tow**” means the Vehicle(s) designated by the City to be towed away from its current location within one hour by the Contractor to an Auto Pound designated by the Department of Streets and Sanitation, and impounded within 90-minutes from the time the Department of Streets and Sanitation or the Department of Revenue notified Contractor to tow the Vehicle. (Types of Immediate Tows include: Boot-Release-and-Tows; Vehicle Impoundment Tows; and Overnight Parking Ban Tows.)

“**Inventory Report**” means a written report prepared by the Contractor in a form acceptable to the Commissioner for each Vehicle detailing the physical condition of that Vehicle

“**Overnight Parking Ban Tows**” (also referred to as “Snow Tows”) means the Vehicle(s) parked on any day between December 1st and April 1st, during the hours from 3 a.m. to 7 a.m.) on designated snow routes that are to be removed during the posted dates and times and impounded in a pound by the Contractor when directed by the City or where otherwise directed by the Commissioner.

“**Owner**” means the legal owner of the Vehicle, a lien-holder of the Vehicle or any person legally authorized on the owner’s or lien-holder’s behalf to redeem it.

“**Relocation Tows**” means the Vehicle(s) designated by the Department of Streets and Sanitation to be immediately towed away from the Vehicle’s current location by the Contractor to a nearby location designated by the Department of Streets and Sanitation in the event of a City-declared operational emergency situation during which normal contractual Services may be suspended as directed by the Commissioner.

“**Revenue Shortage**” means the difference between the amount of fines and/or fees calculated and the amount that should have been calculated in accordance with 9-92-080 of the City of Chicago Municipal Code.

**“Services”** means, collectively, the services, duties, and responsibilities described in Exhibit 1 and Exhibit R1-3 of this RFP and any and all work and equipment or vehicles necessary to complete them or carry them out fully and to the standard of performance as required by the Commissioner.

**“Special Tows”** means the Vehicle(s) that is located outside of the City of Chicago’s corporate limits and is designated by the Department of Streets and Sanitation to be towed by the Contractor to a specified Auto Pound, but which requires approval from the Department of Streets and Sanitation prior to dispatching the tow truck.

**“Tow Report”** means the report prepared by the City for each Tow., authorizing the Contractor to tow the Vehicle(s) so listed on the Tow Report in accordance with any requirements that may be applicable.

**“Tows”** means, collectively: (i) Abandoned Tows; (ii) Immediate Tows; (iii) Overnight Parking Ban Tows (also called Snow Tows); (iv) Relocation Tows; (v) Vehicle Impoundment Tows and (vi) Special Tows.

**“Valued as Scrap”** means valued as scrap in the reasonable opinion of the City.

**“Vehicle”** means an automobile, or truck, or motorcycle, or bike or bus, or taxicab, or trailer (including but not limited to office-trailers, boat-trailers, and house trailers), boats, and other such vehicles as may be designated by the Commissioner to be towed.

**“Vehicle Impoundment Tows”** means the Vehicle(s) which has been ordered towed and impounded under certain City Municipal Code provisions, which are subject to fines in addition to towing and storage fees.

## **II. Background**

The Chicago Police Department Superintendent, Chicago Department of Streets and Sanitation Commissioner, Chicago Department of Revenue Director , and Chicago City Clerk have the authority, in accordance with the City of Chicago's Municipal Code 9-92 and all related codes, to cause certain Vehicles to be removed from the public way and be impounded at one of the City's designated Auto Pounds.

There are currently eight Auto Pounds; two are operated and managed by Chicago Police Department personnel (Pound #1 at 650 West 83<sup>rd</sup> Street and Pound #4 at 5555 West Grand Ave.); two are operated and managed by Department of Streets and Sanitation personnel (Central Pound at 500 East Wacker Drive Lower Level and O'Hare Pound at 6359 North Manheim);the remaining four are operated by the Department of Streets and Sanitation (two are located in the facility at 10301 South Doty Ave (Pounds #2 and #3S) and two are located in the facility at 701 North Sacramento Avenue (Pounds #6 and #3N).

The Contractor must manage the day-to-day operations of the following four Department of Streets and Sanitation Auto Pounds in accordance with the terms and conditions of the Agreement.

10301 South Doty Ave (Pounds #2 )  
10301 South Doty Ave (Pounds #3S)  
701 North Sacramento Avenue (Pounds #6 )  
701 North Sacramento Avenue (Pounds #3N).

The City is currently, and will remain, responsible for providing the cashiering services at the Department of Streets and Sanitation Auto Pounds, including the cashiers and the cashiering software application used to manage payment transactions made by the Owner at a Department of Streets and Sanitation Auto Pound.

Whereas the Department of Streets and Sanitation is responsible for all Auto Pound Management and Related Towing Services as described in Exhibit 1 of this RFP, the Department of Revenue is responsible for all Boot-related tows, as described in Exhibits R1 through R3 of this RFP. All Booting operations, the personnel authorized to install a Boot onto a Vehicle, as well as the software used to manage operations specific to Booting, are under the authority of the Department of Revenue. All Boot devices and the locks and keys made for the Boots are procured, inventoried, and maintained by Department of Revenue personnel and its third-party providers. If the Department of Revenue requests that a booted Vehicle be impounded, then the Contractor must unlock and remove the Boot device from that Vehicle, and immediately update CANVAS as to the Boot-Release-and-Tow status of that Vehicle, and then tow that Vehicle to the designated Auto Pound, all in accordance with Scope of Services and as described in Exhibit R1 through R3 of this RFP.

## **A. Auto Pound Locations and Police District Designations**

Currently, the City Auto Pound operations involve the following locations:

- Pound #2 at 103rd and Doty. This pound intakes Immediate Tows from a service area for Vehicles towed from Madison Street south to the City's corporate limits. *Hours of operation: 24 hours per day, seven days per week.* Police Districts: 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 21 and 22.
- Auto Pound # 6 at 701 North Sacramento. This pound intakes Immediate Tows from a service area for Vehicles towed from Madison Street north to the City's corporate limits. *Hours of Operation: 24 hours per day, seven days per week.* Police Districts 1, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, and 25.
- Auto Pound #3S at 103<sup>rd</sup> and Doty. This pound intakes Abandoned Tows from the south side of the City Police Districts 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 21 and 22. *Hours of operation: 7:00 a.m. to 5:00 p.m., Monday-Saturday.* However, Contractor Services must remain available to the Commissioner beyond normal operating hours as needed.
- Auto Pound #3N at 701 N. Sacramento. This pound intakes Abandoned Tows from the north side of the City Police Districts 1, 11, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, and 25. *Hours of operation: 7:00 a.m. to 5:00 p.m., Monday- Saturday.* However, Contractor Services must remain available to the Commissioner beyond normal operating hours as needed.
- Auto Pound #1 at 650 W. 83<sup>rd</sup> Street. This Pound is managed by the Chicago Police Department and intakes Immediate Tows from all City Police Districts. *Hours of Operation: 24 hours per day, seven days per week.* Contractor will not receive a management fee for Vehicles towed to this Pound.
- Auto Pound #4 at 5555 W. Grand. This Pound is managed by the Chicago Police Department and intakes Immediate Tows from all City Police Districts. *Hours of Operation: 24 hours per day, seven days per week.* Contractor will not receive a management fee for Vehicles towed to this Pound.

## **B. Contractor's General Responsibilities at the Auto Pounds**

The following Sections: IIB. 1 and IIB. 2, describe some key contractual requirements.

### **1. Management, Towing, Repair, and Maintenance**

Contractor must manage the Auto Pounds, perform related towing services, and maintain the Auto Pounds in good, secure, safe, and clean condition, and be operated at all times in compliance

with the law. Contractor must ensure that the Auto Pounds will be open to the public for the respective time periods that cashier services are provided by the City at the Auto Pounds, currently as described in Section II, A, above. Contractor must immediately notify the appropriate City authorities concerning any occurrences that cause a disruption of Services, for example: telephone, computer/printer, or power loss.

Contractor is responsible for and must take necessary steps for maintaining, managing, and operating the Auto Pounds such that all Vehicles which have been identified by the City to be towed are also appropriately stored and can be returned to the Owner in accordance with all applicable laws and ordinances. Towed Vehicles must not be towed to or stored in a location other than the appropriate Pounds.

In towing the Vehicles, Contractor must take all precautions to avoid damage or injury to persons or property, including City property, any towed Vehicle and any personal property in the Vehicle.

Contractor must display “Police Tow” signs (a supply of which will be provided by the City to the Contractor) on all tow trucks when Services are being performed for the City and the “Police Tow” signs must be removed from the tow trucks when the tow trucks are not performing City Services. **CONTRACTOR VEHICLES MUST NOT PERFORM NON-CITY RELATED TOWS OR SERVICES WHILE TOWING FOR THE CITY.**

Contractor must take all necessary actions to secure the Auto Pounds and keep the Auto Pounds and its contents safe and secure at all times. Contractor must provide and maintain security systems designed to protect the Auto Pound perimeters from unlawful trespassing, property damage, vandalism, and guard against criminal activity and malicious or mischievous behavior, all within the law.

Contractor must provide and install, as well as maintain, an effective electronic inventory management system (the “**Inventory System**”) subject to approval by the City. The Inventory System must effectively record and track each Vehicle when it arrives and departs from the Auto Pound as well as account for where each Vehicle is located while the Vehicle resides within the Auto Pound grounds. (See Section IX.B, Management Software Technology for further details). The Inventory System must be able to generate reports on demand, such as, for example: total number of Vehicles in inventory current at the time; Vehicle types currently at the Auto Pound; type of tow; statistical data (such as, for example, Vehicle inventory levels during previous months, the disposition of each Vehicle (e.g. if released to Owner, scrapped as salvage, not claimed, etc.), tow type counts over time); the length of stay that a particular Vehicle spent at the Auto Pound. (See Section XIII Reports.)



Contractor must provide a working and reliable GPS system, at Contractor's expense, to be installed on all Contractor and Subcontractor tow trucks as they perform City related tows.

Contractor must provide and maintain suitable work-place conditions at the Auto Pounds for personnel to operate at the Auto Pounds. (See Section XIV, A. Mobile Offices.) Contractor must provide the Services 24 hours a day, 7 days a week.

Contractor must provide a sufficient number of trained personnel able to sustain three shifts and relief/substitution personnel throughout the 24-hours a day, 7-days per week, 365-day operation, at each Auto Pound with a minimum of:

- one Shift Supervisor,
- one front-end loader operator,
- one inventory control person,
- data entry clerk,
- one Auto Pound Manager
- one gate attendant, and
- one security officer
- one customer service person

Additionally, the Contractor must provide a Claims Manager and Claims Committee personnel. (See Section XIX. Problems/Complaints Resolution Process.)

At the beginning of each month, Contractor must provide the Commissioner with a personnel contact sheet showing the supervisor for each shift, including name and telephone number.

2. Customer Service: Unless a different system is proposed in response to this RFP that is accepted by the City, the Contractor must provide a live person as well as an automated telephone system (as described in Section XIV, B.) to accept calls from the public and enable the caller to learn if the caller's vehicle has been impounded. Contractor must provide prompt and courteous service so the public does not have to wait an unreasonable amount of time, in the opinion of the Commissioner, either on the telephone or in person. In all contacts with the public, Contractor must act in accordance with the highest standards of customer service, business practices, and in accordance with all applicable laws and ordinances. Contractor must promptly return Vehicles when presented with sufficient proof of payment and ownership pursuant to applicable law and City guidelines. Contractor must act on all claims by the public in good faith and in a reasonable and expeditious manner. Contractor must advise the Commissioner monthly, in writing, of any such complaints and their resolution.

### **III. Volume of Tows and Unclaimed Vehicles**

1. **Auto Pound #2**-The Department of Streets and Sanitation estimates that 40,000 Immediate Tow requests will be received by this Auto Pound per year. Approximately 38,000 Vehicles weighing less than 8,000 lbs and 250 Vehicles weighing 8,000 lbs. or more will be located and towed; the remainder will be (GOA). Of this figure, it is estimated that 24,100 Vehicles will be redeemed by the Owners and 14,150 are estimated to be unclaimed Vehicles which transfer to Contractor for disposal in accordance with the Illinois Vehicle Code. The storage capacity of this lot is currently 3,700 Vehicles.
2. **Auto Pound #6**-The Department of Streets and Sanitation estimates that 50,000 Immediate Tow requests will be received by this Auto Pound per year. Approximately 45,750 Vehicles weighing less than 8,000 lbs and 250 Vehicles weighing 8,000 lbs. or more will be located and towed; the remainder will be GOA. Of this figure, it is estimated that 33,120 Vehicles will be redeemed by the Owners and 12,880 are estimated to be unclaimed Vehicles which transfer to Contractor for disposal in accordance with the Illinois Vehicle Code. The storage capacity of this lot is currently 3,500 Vehicles.
3. **Auto Pound #3S/#3N**-The Department of Streets and Sanitation estimates that 12,000 Abandoned Tow requests will be received for these Auto Pounds combined per year. Approximately 6,000 of these Vehicles will be located and towed. Of this number, it is estimated that 1,500 Vehicles will be redeemed by the Owner and 4,500 are estimated to be unclaimed Vehicles which transfer to Contractor for disposal in accordance with the Illinois Vehicle Code. The current storage capacity of these lots are: 3S: 350 Vehicles, and 3N: 500 Vehicles.
4. **Auto Pounds #1 and #4** – The Department estimates that 3,000 Immediate Tow requests will be received and towed for these Pounds combined per year.

### **IV. Procedures for Immediate Tows**

Contractor must perform Immediate Tows for Vehicles designated by the Department of Streets and Sanitation (or Department of Revenue in the case of Boot-Release-and-Tow Vehicles) using only Contractor's vehicles or vehicles of approved Subcontractors capable of immediately communicating with Contractor. **TIME IS OF THE ESSENCE IN PERFORMING IMMEDIATE TOWS.** Therefore, Contractor must provide all required resources to assure impoundment of Immediate Tows 24 hours a day, 7 days a week, within 90 minutes following notification by the

Department of a Tow request. These Service days and times are regardless of weather, traffic conditions, or the locations of the Vehicles. The only exception is in the event of an emergency declared by the Commissioner during which any Immediate Tow must be impounded within 3 hours following notification of Contractor by the Department of Streets and Sanitation. In all cases, Contractor must verbally notify the Department of Streets and Sanitation when Contractor removes a Vehicle from a location, which notification must occur within 60 minutes of Contractor's having been notified to remove the Vehicle. Contractor must take all Immediate Tow Vehicles directly to the appropriate Auto Pound.

## **V. Procedures for Abandoned Tows**

The Contractor must perform Abandoned Tows for Vehicles designated by the Department of Streets and Sanitation within 24 hours after written notification by the Department of Streets and Sanitation. Abandoned Tows must be performed only by the Contractor's vehicles or vehicles of approved Subcontractors capable of immediately communicating with the Contractor. An Abandoned Tow must be impounded within 30 minutes of being removed from its location unless impractical because of multiple Tows being performed by the same tow truck. In no event is Contractor permitted to take longer than 2 hours to impound a Vehicle once it has been removed from its location. These Service times are regardless of weather, traffic conditions, or the locations of the Vehicles and the distance to the Auto Pounds. These Vehicles must be towed between 7 a.m. and 3 p.m., Monday through Saturday to Auto Pounds #3S and #3N.

## **VI. Procedures for Overnight Parking Ban Tows**

The City currently has approximately 100 curb miles of streets identified as "overnight parking ban" (also known as "**Snow Routes**"). These snow routes are marked with red and white signs. Parking is restricted on all Snow Routes from December 1 to April 1 from 3 a.m. to 7 a.m. , Contractor must immediately tow Vehicles designated to be towed to the appropriate Auto Pounds or where otherwise directed by the Commissioner. Contractor must provide sufficient resources for the daily removal of Vehicles from these routes for the above stated periods of time.

To tow these Vehicles, Contractor's drivers must report to a central designated area at 2:00 a.m.. Each tow truck must be issued "Police Towing" signs that must be mounted on each side of the truck. At approximately 2:30 a.m., the City will provide a list that will direct how many and what type of tow trucks are required at particular locations. The tow trucks must then be dispatched to a rendezvous point. They must arrive no later than 3:00 a.m.

## **VII. Procedures for Relocation Tows**

The City may declare an emergency during which some or all of normal towing operations are

suspended. Any or all tow trucks upon such a declaration by the Commissioner may be diverted to Relocation Tows. Vehicle(s) must be relocated to a location as directed by the Commissioner. Contractor must immediately notify the Commissioner as to the location of Relocated Vehicles and the time they were completed.

## **VIII. Inventory Procedures**

Within 30 minutes after a towed Vehicle arrives at its designated Auto Pound, Contractor must prepare an Inventory Report in a format approved by the Commissioner, noting any discrepancies from the Tow Report. Each Vehicle Tow report must be matched with its corresponding Inventory Report and returned to the Department. All of these steps from arrival at the Pound through the return of the Vehicle Tow Report to the Department must be completed within 30 minutes of each Vehicle's arrival at a Pound. Contractor must provide the Commissioner with the Tow Report and the Inventory Report within the same 30 minutes. All personal property contained in the Vehicle must be noted on the Inventory Report, including Vehicle accessories, such as radios, televisions, GPS units, portable computers, cell phones, PDA's, DVDs, CDs, MP3 players, etc. Contractor is responsible for all such personal property. If Contractor sees in plain view illegal substances, contraband, or other illegal items, the Contractor must immediately notify the Chicago Police Department and the Department of Streets and Sanitation.

Once a Vehicle has been inventoried, Contractor must place it in a secure location within the Pound. All information regarding the Vehicle, including its location in the Pound, must be entered into Contractor's Inventory System.

## **IX. Towing and Storage Fees and Fines; Management Software Technology**

### **A. Fees and Fines**

Contractor is responsible for the proper calculation of all towing and storage fees and fines due, if any, for the redemption of Vehicles. Contractor must provide the Owner with such calculations in a format acceptable to the Commissioner. The City provided cashier will collect the payment and issue the receipt. Contractor must release the Vehicle to the Owner within 15 minutes of being presented with a receipt signifying the proper payment of applicable fees and or fines.

If for any reason a Vehicle that was towed to an Auto Pound managed by Contractor is missing from the Auto Pound or was released improperly without payment, Contractor must reimburse the City for all fees and fines that the City would have received if the Vehicle had been properly redeemed. Fees and or fines for this purpose will be calculated to include all days the Vehicle would have remained in storage at the Pound prior to disposal or release. **Please note:** All fees and fines collected belong to the City of Chicago Department of Revenue.

## **B. Management Software Technology**

Contractor must provide and install, as well as maintain at its expense, a secured computerized electronic inventory system (and a remote redundant back-up system). The electronic Inventory System must enable hand-held wireless mobile computers that are equipped with barcode printers and barcode readers that in "real time" communicate and update the Inventory System files, remotely and wirelessly, from the Auto Pound grounds. The Inventory System also must have built-in quality assurances such as VIN, park locations, and Vehicle release verification to facilitate quality controls relating to the storage, redemption, and disposal of impounded Vehicles.

Contractor's Inventory System must provide the City with immediate access to any information in its database that the City may require. Contractor must ensure, at Contractor's sole cost, that its Inventory System interfaces seamlessly with the Department of Revenue's CANVAS system and any Department of Streets and Sanitation system to which it must communicate.

Contractor's reporting system must cross-check the information contained in Contractor's various other reports. To ensure each Vehicle is properly towed, stored, and ultimately either redeemed by an Owner without damage or disposed, Contractor must utilize its Inventory System, subject to approval by the Commissioner, using current technology and updating it regularly with the latest technology, for the accurate processing of each Vehicle.

Contractor must follow the City's privacy and security policies, standards, and guidelines including the Information Security Policy, as may be applicable. For the City of Chicago Hardware and Software Standards, please go to [www.cityofchicago/BIS](http://www.cityofchicago/BIS).

## **X. Disposal of Vehicles**

The City will from time to time provide Contractor upon availability with a list of Vehicles no longer subject to retrieval by the Owner (the "**Disposal Report**").

After the City gives Contractor notice that the statutory time-limit for claiming a Vehicle by an Owner has expired, the City will transfer its interest in Vehicles having a value only as scrap, to the Contractor. Contractor must remove the disposed Vehicle from the Pound in accordance with all applicable laws, including requirements imposed by the Environmental Protection Agency, within 72 hours following the sale of the Vehicle as scrap. The City will have no responsibility or interest in the Vehicle after such transfer. Once Contractor has received the Disposal Report, Contractor must, for its own account, dispose of such Vehicles valued as scrap. Disposition of the Vehicles must be in compliance with all applicable laws including, but not limited to, the Illinois Vehicle Code, 625 ILCS 5/4-200 *et seq.*

Contractor must notify the Commissioner if any Vehicle has a value in excess of \$10,000 or receives a bid in excess of that amount. The City reserves the right to remove those Vehicles receiving a bid in excess of \$10,000 from the Pound as directed by the Commissioner, for public auction or, at the City's sole discretion, to be added to the Police Department's fleet under § 9-92-100 of the Municipal Code. For purposes of this paragraph, "direction by the Commissioner" means the Commissioner of Streets and Sanitation and not his designee(s) or any other person.

Notwithstanding any Disposal Report received from the City, for as long as the Vehicle remains at the Pound Contractor must release the Vehicle to the Owner (as defined above) upon proof of ownership and a receipt for all applicable paid fees and fines.

## **XI. Procedures Regarding Removal of Vehicles**

Contractor must not remove any Vehicle from the Auto Pound until Contractor receives notice from the Commissioner to do so. Contractor must, prior to removal of any Vehicle from the Auto Pound, take the license plates off the Vehicle. No Vehicle may be removed from the Auto Pound except as authorized in writing by the City and in accordance with the Illinois Vehicle Code and the City of Chicago Municipal Code.

## **XII. Reports**

A. Contractor must produce and submit the reports described below, and all requested reports, in a format approved by the Commissioner. The reports must be categorized by Pound and must include the corresponding stock number, inventory numbers, and ordinance violations.

### **1. Daily Reports:**

a. No later than noon of each day, Contractor must provide the Commissioner with a report relating to its activities under this Agreement during the prior day (the report period). The report must itemize for the report period:

- the Vehicles towed,
- type of Tow,
- time of notification,
- time of Tow,

- VIN of Vehicle,
- Towed from location,
- Ward and Police District vehicle was towed from,
- Vehicles redeemed,
- Vehicles released by the City to Contractor for disposal.

In addition, the reports must include the amount of equipment and the number and titles of personnel used by Contractor during the report period. Contractor must attach to the itemized report copies of the Tow and Inventory Reports for each Vehicle towed to the Auto Pounds during the report period. A separate report must be submitted that shows applicable tow truck number and corresponding “Police Tow” sign number.

**b.** Each day Contractor must also provide an electronic report that lists those Vehicles redeemed by the public and those determined by Contractor to be gone on arrival for that day. No later than noon of each day, Contractor must prepare a report that summarizes the activity of the previous day. This report must quantify the following categories of events:

- Tow requests received,
- Vehicles towed in,
- Vehicles GOA,
- Vehicles redeemed by Owner
- Vehicles scheduled for disposal, and
- Vehicles disposed.

This report must additionally aggregate the number of Vehicles towed and redeemed by category of the type of Tow, e.g. Abandoned Vehicle, Immediate Tow, etc.

2. **Weekly Reports:** Contractor must provide the Commissioner with all of the following reports every Monday by 7 a.m.:

A report for each Pound that details all Vehicles stored in the Pound;

A report detailing the Immediate Tows that have been impounded for more than 18 days or in the case of Vehicle Impoundment Tows those vehicles impounded for more than 105 days and Boot-Release Tows that have been impounded for more than 21 days; and

A report detailing the Abandoned Tows that have been impounded for more than 18 days.

3. **Monthly and Other Reports:**

a. Contractor must provide the Commissioner with a final report of each month's activities no later than the third day of the following month. The monthly report must include a summary of the same information provided in the daily reports, without attachments.

b. Contractor must also provide the following reports:

- **Daily Summary Report** - Daily report that accounts for all Tow cases, Vehicles redeemed and Vehicles received by Contractor from City via Disposal List.
- **By Date In Report** - Daily report that lists every Vehicle towed on a particular day or span of days.
- **Vehicles Not Towed Within 24 Hours Report** - Daily report that lists Vehicles that were not towed within 24 hours.
- **Redeemed List Report** - Daily report that lists all Vehicles that were redeemed by Owners.
- **Crush List By Date Report** - report that lists all Vehicles scheduled for disposal on a particular date.



- **Cars Still in Auto Pound After 18 Days Report** - Weekly report that lists all Vehicles in the Auto Pound over 18 days without a disposal date.
- **All Cars In Auto Pound Report** - Report that lists all Vehicles remaining in the Auto Pound with each respective location.
- **Monthly Summary Report** -The monthly totals for each disposition area (e.g., Towed, GOA, returned to Owner (RTO), Redeemed, Crushed).
- **Motor Vehicle Inventory Report** - Form processed for each Vehicle towed into a Pound indicating the physical condition of the Vehicle and such other information as required by the Commissioner.
- **Discrepancy Report** - Form utilized to report Vehicle damage that may have occurred in a Pound.

#### **4. Boot-Release-and-Tow Report**

On a daily, cumulative basis, a running-tab throughout a given week and throughout a given month, the following information shall be provided to the Department of Revenue:

- License Plate number of Boot-Release-and-Tow Vehicle
- Date Vehicle was Boot-Released-and-Towed
- Time Vehicle was Boot-Released-and-Towed
- Tow Unit #
- Date GOA
- Total count of Boot-Released-and-Towed Vehicles
- Aldermanic Ward where the Boot-Release-and-Tow occurred

The Boot-Release-and-Tow Report shall therefore be on one continuously running sheet submitted each day, until the end of the month. At the beginning of the following month, a new Boot-Release-and-Tow shall begin, etc.

### **XIII. Operation and Use of the Auto Pounds**

#### **A. Mobile Offices.**

Contractor must provide and maintain a mobile office at each Auto Pound managed by the

Contractor providing a work area for Contractor's personnel and staff. Each mobile office must additionally provide sufficient space for up to two (2) City-provided cashiers; a City employee responsible for compliance with the Illinois Vehicle Code, and all necessary telephone, facsimile, data and electrical lines, and equipment necessary to provide Services; in addition, the mobile office must be accessible to people with disabilities. Each Auto Pound must have a generator sufficient to ensure continued operation of the Auto Pound facilities should a power failure occur. Contractor must supply all necessary toilet facilities including handicap accessible toilet facilities, but will not be required to install any sewer lines in furnishing such facilities. All signage at the Auto Pounds are subject to the approval of or as ordered by the Commissioner.

**B. Public Response Communications System.**

Contractor must provide an employee to promptly answer and reply to all telephone calls received during the operational hours of each Auto Pound. Contractor must further provide a two-way intercom system, or other acceptable communications system, to allow constant contact between its central dispatch and City personnel. In addition, Contractor must provide an emergency back-up system through which it can notify the City when Contractor's telephone service is out of operation for any reason.

To facilitate Owners with the redemption of their Vehicles and to minimize City administrative costs, Contractor must use the Contractor-provided automated telephone inquiry system, which allows the general public to ascertain information in English and Spanish pertaining to Vehicles impounded by the City. The system must be operational 24 hours a day 7 days a week, and must direct a Vehicle Owner to the particular managed Auto Pound where their Vehicle is impounded. The system must be directly connected to the Contractor's Inventory System and must be able to handle at least 12 calls simultaneously. The bilingual automated phone system must retrieve Vehicle information by any of the following information:

- Inventory Number,
- Last 6 numbers of the Vehicle Identification Number, or
- License Plate Number.

It must allow Owners the ability to call 24 hours a day to retrieve any and all of the following information:

- Pound where Vehicle is impounded

- Charges necessary to redeem a Vehicle
- Towing & Daily Storage Fee Schedule
- Inventory Number
- Pound locations
- Claim Inquiry
- Operating hours of each Pound
- Necessary documents to prove ownership
- Pound phone numbers

C. GPS (Global Positioning System)

Contractor must be able to provide accurate reports to the City, on demand. Accordingly, Contractor must equip at its own expense, each truck with a two-way radio and GPS system. The GPS system must record each and every aspect of each tow truck's activity during a Tow for future inquiry and retain the record for future reference; it must allow Contractor to verify the location of each truck during any phase of a dispatch, and to verify the status of each truck's operating system, e.g., whether the engine is on/off, locations, direction and speed of travel. Contractor must utilize the GPS system to ensure strict compliance to all response times required in the Agreement.

D. Contractor must furnish and install at Contractor's expense, no less than two 20" flat panel monitors to run a City-approved, continuously looping, bi-lingual slide-show that informs Owners of the impoundment and redemption process.

E. Cashier Room

Contractor must provide and maintain a separate and secured cashiering service office area that will accommodate up to two (2) cashier personnel at each Auto Pound work area facility (the "**Cashier Room**"). This separate and secured room is necessary in order for the City to meet certain mandatory payment card industry (PCI) compliance requirements. (PCI compliance relates to security standards required to protect credit cardholder data.) Although the Cashier Room will be physically located within, or as part of, the same overall common office work space areas where the

Contractor's auto pound personnel may also reside, the Cashier Room must be constructed in such a manner as to separate it from the common areas and meet the following minimum requirements:

- be a secure-room for cashier personnel and where cashiering transactions only take place;
- must be accessible to authorized cashier personnel only (i.e. access into or through the Cashier Room must not be required in order for any non-cashier personnel to pass-through in order to exit or access any common work areas);
- the Cashier Room must be secured and therefore be provided with each door into or out of the Cashier Room to be lockable (by key) accessible by authorized cashier personnel only;
- the Cashier Room must be wired to enable PCs and phone devices to communicate credit card payment related data (via the Internet, by phone, and via PC connections to other City of Chicago payment sub-systems).

In addition to the above PCI compliance requirements, the Cashier Room should also be provided with the following:

- use of security-glass as the window where payment transactions will take place between the cashier and the paying party (one window for each cashier);
- a communication portal in the window between the cashier and the paying party (one portal for each cashier) so that the cashier and paying party can talk and be understood by one another through this portal (possibly by secure openings or volume-adjustable speaker system); desktop counter space for two (2) seated cashiers to sit next to each other (in order for each cashier to process a customer transaction at the same time);
- sufficient space for cashiers only (approximately 225 square feet - about 15' x 15') to accommodate up to two cashiers, office furniture, office equipment, and cashier-related appurtenances (e.g. a vault or safe; credit card swipe processing units; desktop and counter space; and desk drawers for office supplies, files, records, and receipt storage; PCs for each cashier, and shared printer; phone; fax; etc.).

#### **XIV. Improvements, Maintenance, Repair, and Security of the Auto Pounds**

Contractor is responsible for securing the Auto Pounds, all vehicles located in the Auto Pounds and the safety and security of all Towed Vehicles, including prohibiting access to unauthorized personnel. Contractor must operate and maintain the Auto Pounds in accordance with applicable zoning requirements, local, state, and federal laws and any leases the City has for land on which Auto Pounds are located. In addition, Contractor will be responsible for all losses or damage to Vehicles and personal property in them in the Auto Pounds without regard to the cause of such losses and damages, including those caused by third parties or acts of God. The immediately preceding sentence is not intended, and must not be interpreted to create any third-party beneficiary rights in any third-party.

Contractor must repair and maintain the Auto Pounds in a safe, secure, clean condition and manner satisfactory to the Commissioner. Repair and/or maintenance activities include, repair and maintenance of fences, signs, security lighting systems, and roadways, including grading of and snow removal for such roadways and elimination of conditions hazardous to the public or employees, and the lawful disposal of all garbage and debris. Repair and/or maintenance does not include, however, constructing new structures or roads, which rights are retained by the City. Contractor must perform all needed repairs to Auto Pounds, regardless of the reasons, including those caused by actions of third parties, operations of Contractor, or acts of God, in a manner acceptable to the Commissioner. Contractor is not entitled to additional compensation for any such maintenance and repairs regardless of whether they increase the value of a Pound (i.e., new fence to replace damaged fence). Contractor must make and keep the Auto Pounds and entrances clean, including the removal of litter and debris. Contractor must provide sufficient space for employee parking away from an area outside of the Auto Pound for customer parking. Contractor must keep all Contractor and Subcontractor vehicles parked away from the property immediately adjacent to the entrance to any Auto Pound.

Contractor must make every effort to keep the doors, hoods, and trunks of all impounded Vehicles closed.

Contractor must employ the services of full-time supervisors and supporting staff, with appropriate credentials and experience, to maintain the physical structure of and security for all Auto Pounds. The supervisors' responsibilities include inspecting each Auto Pound daily and enacting appropriate maintenance measures either personally or by delegation of such services to Subcontractors.

Contractor must at their expense, install and maintain security cameras that can be accessed via the Internet in real time by the City in locations designated by the City with special focus on the customer service areas and entrance/exit gates and doors.

## **XV. Tow Hearings**

If a determination has been made in the course of a Tow hearing that the City must refund towing and/or storage fees, due to a Contractor error, Contractor must reimburse the City for the amount of the refund ordered.

## **XVI. Reimbursement**

If a revenue shortage occurs due to Contractor's failure to calculate the appropriate fines and/or fees, theft or any other reason, the City will bill Contractor for the amount of the revenue shortage and Contractor will promptly pay the amount. The City may offset such amount against any amounts the City may owe to Contractor if Contractor does not pay promptly.

## **XVII. Problems/Complaints Resolution Process**

Contractor must provide the City information on all complaints received by Contractor within 24 hours of receiving the complaint. Within 3 working days of receiving a complaint, Contractor must provide complaint resolution to the City.

Contractor must institute a claims procedure whereby Contractor personnel will assist and keep Vehicle Owners informed throughout the problem and complaint resolution process. The claims procedure is subject to review and approval by the Commissioner.

If a Vehicle Owner alleges Contractor has damaged his or her Vehicle, or that property is missing from the Vehicle, A supervisor designated by the Contractor at the Pound must meet with the Owner before the Vehicle leaves the Pound. The supervisor must examine the Vehicle in the presence of the Vehicle Owner to confirm the existence of the alleged conditions. The supervisor must assist the Owner to complete and submit a Discrepancy Report provided to the Owner.

The supervisor must also provide the Owner with literature explaining Contractor's claim procedure. Information necessary to process the claim and to be submitted by the Owner

## **XVIII. Management Transition Cooperation**

If for any reason the Agreement is to be terminated, either by expiration according to its terms or under any termination provision, including for default, early termination, or non-appropriation, the Contractor must keep sufficient personnel on site at the Auto Pounds until the date and time the Agreement ends for the redemption and disposal of Vehicles. Contractor must provide the City with accurate records of all impounded Vehicles. At all times during the final six months the Agreement is in effect, the Contractor must cooperate with the Commissioner to facilitate transition of the services to a new provider of auto pound management services without inconveniencing the public or the City or curtailing Contractor's own provision of the Services. The Contractor must permit, as directed by the Commissioner, any new provider to have access to all Auto Pounds and to observe all Pound operations to facilitate the transition. At the date the Agreement ends, Contractor must immediately remove its equipment to provide room for the equipment of any such new provider. Contractor must leave all Vehicles on site for the City's determination of final disposition.

## **EXHIBIT R1**

### **BOOT-RELEASE-AND-TOW SCOPE OF SERVICES**

The Department of Revenue is authorized to immobilize (with a Boot) certain vehicles in accordance with Municipal Code Section 9-100-120 (and related Municipal Code provisions, and as may be amended from time to time). The Department of Revenue maintains data, in CANVAS, that identifies all vehicles eligible to be Booted. The Boot-eligible vehicle data is downloaded into mobile computers installed in Department of Revenue vans equipped with special cameras linked to license-plate-recognition software (LPR) and the Boot-eligible list of license plates. These LPR outfitted vans can identify vehicles parked on the street having a license plate that matches to the CANVAS database as being a vehicle that is eligible to be Booted. When the van drives past a Boot-eligible vehicle, an alarm signals the Department of Revenue booter to stop and then install a Boot onto all such Boot-eligible vehicles found. The Department of Revenue purchases and maintains an inventory of two basic Boot models, Boot-locks and keys.

After a Boot has been installed, the Contractor will be notified via the Department of Revenue's Tow Report (sent to the Contractor daily) with a list of all Vehicles eligible to be towed and impounded as an Immediate Tow. (Currently, the Municipal Code requires a wait-time of 24-hours between the time a Boot was installed and when the vehicle can be towed and impounded.) The Contractor must then dispatch a tow truck to the location of each Booted vehicle on the Department of Revenue Tow Report.

Upon arrival at the location of the Boot-eligible Vehicle, timing becomes critical. The tow truck driver must double-check to confirm that the Owner of the Booted Vehicle has not coincidentally paid the requisite fines (which would then no longer make that vehicle Boot-eligible). The Contractor receives this confirmation directly by checking CANVAS while in the field – preferably by using a mobile computer linked to CANVAS rather than by having the tow truck driver call someone else to check CANVAS for him and then relay that information to him – because timing is critical at this moment. (See Exhibit R2, Data Entry Responsibilities, regarding the CANVAS interface requirements.) Once the tow truck driver confirms with CANVAS that the Owner of the Booted Vehicle has not, at that point in time, paid the requisite fines (which would then no longer make that vehicle Boot-eligible), then the tow truck driver must release the Boot by removing the Boot-lock with the tow truck driver's Boot-lock-key (about a 1-2 minute process), stow the Boot and Boot-lock in the tow truck, update CANVAS concerning the new status of the Vehicle, and tow the Vehicle to the designated Auto Pound as an Immediate Tow, all in accordance with the applicable terms and conditions as described in Exhibit 1 for the Department of Streets and Sanitation and Exhibits R1 through R3 of this RFP.

## **1. Boot-Release-and-Tow Scope of Services**

### **A. Boot-Release-and-Tow**

This Section describes the steps involving the release of Boots from Vehicles that will be towed pursuant to the Municipal Code Section 9-100-120, by Contractor, on the same day that the Boot is released and immediately after the Boot is released. The Contractor is not authorized to release Boots under any other circumstances.

- i. Contractor must print daily Tow Reports from CANVAS, Monday through Sunday, which reports indicate the time and date Booted Vehicles as described above are eligible for towing and impoundment (“Eligible Vehicles”).
- ii. Currently, the Contractor must provide Boot-Release-and-Tows for the Department of Revenue, Mondays through Saturdays 5:00 a.m. -8 p.m., and Sundays 5 a.m.-11 a.m.
- iii. Contractor, upon dispatch to and arrival at an Eligible Vehicle, must verify the eligibility status of all Booted Vehicles by checking CANVAS prior to performing the Boot-Release-and-Tow and impounding of the Eligible Vehicle.
- iii. Upon arrival at the Eligible Vehicle, Contractor must check CANVAS: if CANVAS confirms to the Contractor that a Booted vehicle is eligible for towing and impoundment, Contractor must update CANVAS immediately by entering all necessary information including the date and time that Contractor is just about to tow and impound the Eligible Vehicle. (Department of Revenue will train Contractor on the CANVAS interface – see Exhibit 2, Data Entry Responsibilities.)
- iv. Contractor must not release any Boot or tow and impound any Eligible Vehicle prematurely, based on the time threshold indicated in CANVAS for that particular Eligible Vehicle.
- v. Contractor must not release any Boot or tow and impound any “Eligible Vehicle” once CANVAS or an authorized representative from the Department of Revenue has notified the Contractor that the registered Owner of the Eligible



Vehicle is now in compliance (e.g., payment, successful hearing request, etc.).

- vi. Contractor must inspect Eligible Vehicles and note any visible vehicle damages and describe any such damage(s) in the Inventory Report that Contractor must prepare pursuant to the requirements described in Section IX (“Inventory Procedures”) of Exhibit 1, Scope of Services.
- vii. Contractor must remove the Boot-lock and Boot from the Eligible Vehicle prior to towing, secure the Boot and Boot-lock devices in Contractor’s vehicle, and proceed to the next Eligible Vehicle or, if applicable, immediately tow the Eligible Vehicle to the appropriate Auto Pound as an Immediate Tow.

B. GOA (Missing) Eligible Vehicles

- i. If any Eligible Vehicle is missing when Contractor arrives at the Eligible Vehicle’s documented location, Contractor must contact the Department of Revenue’s Dispatch immediately to verify the address.
- ii. If Department of Revenue’s Dispatch provides an alternative address, Contractor must proceed to that address to release the Boot and tow and impound the Eligible Vehicle.
- iii. If Department of Revenue’s Dispatch has no alternative address, Contractor must check for the Eligible Vehicle within a two-block radius to ensure the Eligible Vehicle was not somehow relocated or had an incorrect address assigned to it. (Contractor may elect to extend this radius if time permits.)
- iv. If the missing Eligible Vehicle is found, Contractor must follow the Boot-Release-and-Tow procedures (as described in A, iii-vii, above).
- v. If the missing Eligible Vehicle is not located, Contractor must update CANVAS to document the missing Eligible Vehicle as being GOA.

C. Boot and Boot-lock Storage

- i. Contractor must neatly store all removed Boot devices and Boot-locks in a secure area at the Auto Pound.
- ii. Contractor is required to inventory the Boot devices and Boot-locks as they are returned. The number of Boots and Boot-locks must equal the number of Boot devices and Boot-locks removed by Contractor during the Boot-Release-and-Tow instances.
- iii. Contractor is responsible for all Boot devices and Boot-locks damaged, lost, or stolen while in Contractor's custody. Contractor must pay replacement and shipping costs as specified by the City for any damaged, lost, or stolen Boot devices and Boot-locks.
- iv. Contractor must allow the Department of Revenue to retrieve Boot devices and Boot-locks from the Auto Pounds on Mondays through Saturdays, between the hours of 6:00 a.m. – 5:00 p.m. .

D. Boot-Lock-Key Damage or Loss

The Department of Revenue purchases high-security locks and keys specifically adapted (and controlled) by the lock manufacturer specifically for use on the Department of Revenue's Boots. These locks are coded to keys and key-cylinders in accordance with Department of Revenue requirements. If a key is lost or stolen it could then be used to unlawfully unlock all Boots having locks that can be opened by that key. That key must then be made unusable as soon as possible by recalling all of the locks that that key was designed to unlock, and then having the affected locks shipped to the manufacturer to have a new key cut and have all lock cylinders replaced in order to accept that newly cut key. The Contractor is required to comply as follows:

- i. Contractor must keep secure all Boot-lock-keys at all times.
- ii. **If a Boot-lock-key is lost or stolen, Contractor must immediately notify the Director.** The Director will make arrangements for shipment and replacement of Boot-lock-keys and Boot-lock-key cylinders from its supplier for all Boot-locks which that Boot-lock-key was specifically designed to unlock

- iii. Contractor must fund all costs incurred by the City for the purchase of new keys and cylinders associated with the lost or stolen key.
- iv. If a key should become damaged, Contractor must immediately notify the authorized representative from the Department of Revenue in order to arrange for the replacement of that key.
- v. Contractor must fund all costs incurred by the City for the replacement and shipping costs, as specified by the City for the damaged key.

E. Cost Reconciliation Process

In the event of loss, stolen, or damaged Boots, Boot-locks, Boot-lock-keys or cylinders, the Department of Revenue will account for the costs it has incurred in order to replace those goods, and reconcile the sum of the accrued costs on a monthly or quarterly basis, or on a timely basis determined by the Department of Revenue. The Department of Revenue shall then offset those costs from any payments due to the Contractor, or cause such costs to otherwise be equitably reconciled to the City of Chicago's Department of Finance.

## 2. Relationship Management

- A. Contractor and the Director must monitor the progress of the performance of the Agreement and analyze and attempt to resolve any problems. The Director may request and Contractor must attend all meetings scheduled by the Director.
- B. No later than the tenth of each month, Contractor must deliver to the Director a status report summarizing the preceding month's performance, including instances where Contractor failed to meet one or more of the Service Levels specified in Exhibit R3, summaries of any non-compliance, and specifics about any other actual or anticipated performance problems.
- C. Contractor and the Director must meet during the last calendar quarter of each calendar year for the purpose of reviewing and improving Contractor's performance under the Service Levels to reflect changes in circumstances. In addition, either the City or Contractor may, at any time, upon 30 days prior written notice to the other, initiate

negotiations to review and to improve any Service Level that either party reasonably believes to be in need of adjustment. Any revisions to the Service Levels require a written amendment to the Agreement. Notwithstanding the foregoing, Contractor must use reasonable efforts to improve its performance Service Levels from year to year. In no event will service levels be adjusted such that less favorable to City than those set forth herein.

- D. If for any reason the Agreement is scheduled to end, either by expiration according to its terms or pursuant to any termination provision, including for default, early termination, or non-appropriation, Contractor must maintain sufficient personnel necessary to sustain all operations until the date and time the Agreement ends for the Boot-Release-and-Tow requirements.

## **EXHIBIT R2**

### **DATA ENTRY RESPONSIBILITIES**

The Department of Revenue has developed a proprietary application (CANVAS) to manage all of the City of Chicago's parking and vehicle related compliance requirements pursuant to current City of Chicago Municipal Code ordinances and other laws involving the Director's authority. CANVAS is a dynamic, real-time, interactive database to which the Contractor must connect to in order to perform all Boot-Release-and-Tow requirements. The Contractor will be provided secured connectivity to certain CANVAS functions, as authorized by the Department of Revenue, in order to enable the Contractor to download from, and input/update to, CANVAS in real-time; both from the field – wirelessly – and via a secured Internet VPN gateway; as well as via direct person-to-person contact with Department of Revenue personnel (in the event of technical connectivity problems). The Department of Revenue will provide the Contractor with: the required software and authority codes required to access CANVAS from the Contractor's own hardware; training on the navigation and general use of CANVAS as relates to the relevant Boot-Release-and-Tow fields in CANVAS, confirmation of an Owner's payment of fines, etc.

Contractor must facilitate the interface requirements into CANVAS and: provide all hardware (e.g. mobile computers for tow truck drivers to access CANVAS from the field in real-time); establish use (and pay for such use) of the secured wireless network and Internet connections necessary to interface with CANVAS in real-time; provide for the acquisition, installation, and maintenance of such assets and all related costs necessary to perform the Boot-Release-and-Tow Services during the term of the Agreement. NOTE: The mobile computer must be configurable to allow installation and proper functioning of Nortel IPSEC VPN client. (Department of Revenue shall assist Contractor with the installation and testing of the application.)

#### **1) CANVAS enables users to:**

- a) Receive Tow Reports listing Eligible Vehicles pending towing.
- b) Enter data concerning a Boot event, including the enforcement type, date, time, and location of the Eligible Vehicle; the unit and badge number of the booter; the Eligible Vehicle's license plate, license plate type, make, model, weight, and color.
- c) Enter data concerning each tow event and problem or incident, if any, including the tow truck location, tow truck number, Auto Pound destination/location, and tow truck driver badge number.

- d) Enter data concerning a GOA, lost, stolen, or missing Boot.
- e) Capture information concerning an Owner's compliance pursuant to payments made.
- f) Capture information concerning an Owner's compliance pursuant to a hearing.
- g) Access CANVAS 24 hours per day, excluding system maintenance periods or system downtime.

**2) CANVAS shall:**

- a) Generate tow lists of Eligible Vehicles ready for or pending towing including the Boot-lock and key type used to apply the Boot type.
- b) Allow data entry of entire Vehicle Identification Number ("VIN") at time of immobilization.
- c) Assign a sequence number to all tow requests.
- d) Allow the generation of a Tow Report identifying the times and dates Eligible Vehicles are eligible for towing and impounding, the booter's badge and unit number (or digital signature), and VIN, when available, and individual tow orders.
- e) Allow the printing of specific pages of the Tow Report or reprinting of an entire Tow Report.
- f) Update every 60 seconds to reflect changes to the pending tow list.
- g) Allow Contractor to access CANVAS via VPN gateway.
- h) Provide no more than two of Contractor's personnel access to CANVAS via the Department of Revenue's project office, should Contractor be unable to connect via the VPN gateway.
- i) Allow users to edit vehicle weight so as to automatically apply the appropriate fee schedule.

### **3) Training Provided by Department of Revenue to Contractor**

- i) The Department of Revenue will provide Contractor and its employees performing the Services described in Exhibit R1 with reasonable training in the operations of CANVAS.
- ii) The Department of Revenue will provide Contractor and its employees performing the Services described in Exhibit R1 in the proper procedures to release a Boot device from a vehicle.

### **4) Department of Revenue Responsibilities Regarding Boot Operations**

- i) The Department of Revenue will provide Boot-lock-keys to enable Contractor to remove Boot-locks and Boot devices from Eligible Vehicles.
- (1) The Department of Revenue will make reasonable efforts to:
- (a) Retrieve and remove Boots and Boot-lock devices from the Auto Pounds daily and sign a receipt for all Boots and Boot-locks collected.
  - (b) Work with Contractor to identify process and system improvements.



## **EXHIBIT R3**

### **BOOT-RELEASE-AND-TOW PERFORMANCE MEASURES AND SERVICE LEVELS**

#### **1. Service Levels**

Contractor must perform the Services under Exhibit R1 in compliance with the Service Levels set forth in this Exhibit R3 paragraph 3 below.

#### **2. Failure to Meet Service Levels**

Without limiting Contractor's obligations to provide credits as indicated in paragraph 3 below, if Contractor fails to provide Services under Exhibit R1 in compliance with the Service Levels set forth in paragraph 3, Contractor must: (a) perform a root cause analysis to identify the cause of such failure; (b) correct such failure; and (c) provide the Director with a report detailing the cause of, and procedure for correcting, such failure and specifying the procedure that Contractor must implement to prevent recurrence of such failure. If both Contractor and the City reasonably determine that the failure to meet the Service Levels was the result of a failure by the City to substantially perform the tasks set out in Exhibit R2, provided Contractor has taken reasonable steps to mitigate the effects of such failure, then City will not be entitled to seek financial adjustments under paragraph 3.

#### **3. Financial Adjustments: Service Level Credits**

In the event Contractor fails to meet the Service Levels detailed below, Contractor must provide the credits as follows. Service Levels pertain only to the tows and impoundments referred to in Exhibits R1 and R2.

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## Department of Revenue Boot-Release-and-Tow Service Level Schedule

SERVICE LEVEL	PERFORMANCE MEASURE	DEFAULT FOR FAILURE TO MEET SERVICE LEVELS	CREDIT DUE TO THE CITY IN THE EVENT OF A DEFAULT FOR FAILURE TO MEET SERVICE LEVELS
<b>Boot Removal</b> Contractor will not exceed 24 hours of the time indicated on the Tow Report to remove Boots, tow and impound Eligible Vehicles.	Provided the City has not initiated Emergency Towing, pursuant to Section VIII of Exhibit 1, Scope of Services, when the time that a Boot is removed exceeds by 24 hours the eligible tow time indicated on the Tow Report.	Whenever any Boot is removed later than 24 hours or more from the time indicated on the Tow Report.	\$30.00 per Boot in 2009. Contractor must reimburse the City, at then-current replacement cost value per Boot that is reported lost, stolen, or tampered within 24 hours or more from the Eligible Vehicle's tow time.
<b>Boot Removal</b> Provided that a Boot has been placed prior to noon the previous day, Contractor must remove Boots and tow and impound Eligible Vehicles from areas designated by the Department as High Boot Tamper Areas within 18 hours of the time indicated on the Tow Report.	Provided the City has not initiated Emergency Towing, pursuant to Section VIII of Exhibit 1, Scope of Service, when the time that a Boot is removed exceeds by 18 hours the eligible tow time indicated on the Tow Report.	Contractor has not met the Service Level for 6 or more instances during a given month.	\$30.00 per Boot in 2009. Contractor must reimburse the City at then-current replacement cost value per Boot that is reported lost, stolen, or tampered within 24 hours or more from the Eligible Vehicle's tow time.

The credits specified above are not intended to be penalties but are instead intended to reimburse the City for Contractor's failure to meet Service Levels. The imposition of such credits may not be construed as limiting the City's rights and remedies under the Agreement. Nothing contained in the credits section above is to be construed as limiting the right of the City to recover from Contractor all amounts due or to become due, and all costs and expenses sustained by the City for improper performance under the Agreement, repudiation of the Agreement, failure to begin Services on the date of commencement, or failure to perform the Services, or breaches in any other respect.

The Department will provide written notice of High Boot Tamper Areas and subsequent changes to those areas to Contractor.



**EXHIBIT 2**  
**FEE PROPOSAL**

**Fee Proposal for Department of Streets and Sanitation**

Fee proposals must be based upon the estimates provided in Exhibit 1, Section III "Volume of Tows and Unclaimed Vehicles".

**Auto Pound #3S and #3N**

Abandoned Tows:

The Contractor will pay the City of Chicago \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each Vehicle impounded as an Abandoned Tow. The Contractor will not charge the City for the cost of towing Abandoned Tows. Additionally, the Contractor will absorb the costs of administering Auto Pounds #3S and #3N. The City will transfer all unclaimed Vehicles valued as scrap from Pound #3S and #3N to the Contractor without charge.

In the event that a Vehicle towed as an Abandoned Tow is redeemed or transferred from the pound to the City, the Contractor will be entitled to a credit of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) for each Vehicle redeemed or transferred from the pound to the City against any monies it owes the City for the Vehicle impounded.

**"ALTERNATE PROPOSAL:**

The Contractor must provide a cost proposal as shown above. In addition, the Contractor may submit an alternate compensation scheme for Abandoned Tows. Any cost proposal and/or alternate compensation scheme submitted by the Contractor must be accompanied by the following: (a) Contractor's best estimate for the total contract cost for the entire initial base contract term, based on its proposed pricing; (b) adequate supporting documentation to ensure that the proposed pricing is clear; (c) a description of the scope, limitations, and qualifications of the pricing proposal, so as to allow the Evaluation Committee to adequately identify and analyze the Contractor's costing methods; and (d) a detailed explanation of any assumptions, ground rules, methodology or substantiating data used to derive budgetary estimates for the contract term, any discount factor, or any other component of the Contractor's pricing proposal. The burden of adequately documenting the foregoing items is on the Contractor, and any pricing proposal that is not adequately explained or substantiated may be considered non-responsive to this RFP."

**Auto Pounds #1, #4, #2 and #6 or other Facilities as directed by the Commissioner**

**Immediate Tows:** The Contractor will tow all Vehicles weighing 8,000 lbs or less at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per vehicle.

The Contractor will tow all Vehicles weighing greater than 8,000 lbs at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per vehicle.

Administrative Costs for Auto Pounds #2 and #6:

The Contractor will additionally charge the City \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Vehicle inventoried by the Contractor to offset administration costs associated with the Auto Pounds in accordance with the requirements set forth in this proposal.

**Special Tows:** The Contractor will tow vehicles from beyond the Corporate City Limits to the designated Pound at the rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per mile.

**A. Unclaimed Vehicles**

1. The Contractor will pay the City for unclaimed Vehicles valued as scrap at Auto Pounds #2 and #6 that are transferred to the Contractor by the City in accordance with 625 ILCS5/4-200 *et. seq.* The price paid to the City for unclaimed Vehicles will be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Vehicle. The price paid to the City for unclaimed Heavy duty Vehicles will be \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per Heavy Duty Vehicle.
2. The Contractor will pay the City for unclaimed Vehicles valued as scrap at Auto Pounds #2 and #6 that are transferred to the Contractor by the City in accordance with 625 ILCS5/4-200 *et. seq.* The Contractor will pay the City \_\_\_% of the price per ton as posted by Iron Age. The price for the month will be set by the first monthly internet posting made by Iron Age for the Chicago Region Ferrous Shredded Scrap. Each unclaimed vehicle transferred will be considered \_\_\_ tons. Contractor agrees each unclaimed Heavy Duty Vehicle transferred to them will be considered \_\_\_ tons.

"ALTERNATE PROPOSAL: The Contractor must provide a cost proposal as shown above. In addition, the Contractor may submit an alternate compensation scheme for Unclaimed Vehicles. Any

cost proposal and/or alternate compensation scheme submitted by the Contractor must be accompanied by the following: (a) Contractor's best estimate for the total contract cost for the entire initial base contract term, based on its proposed pricing; (b) adequate supporting documentation to ensure that the proposed pricing is clear; (c) a description of the scope, limitations, and qualifications of the pricing proposal, so as to allow the Evaluation Committee to adequately identify and analyze the Contractor's costing methods; and (d) a detailed explanation of any assumptions, ground rules, methodology or substantiating data used to derive budgetary estimates for the contract term, any discount factor, or any other component of the Contractor's pricing proposal. The burden of adequately documenting the foregoing items is on the Contractor, and any pricing proposal that is not adequately explained or substantiated may be considered non-responsive to this RFP."

Relocation Tows:

The City will pay the Contractor \_\_\_\_\_ dollars (\$\_\_\_\_\_) per truck hour for the first 8 hours.

The City will pay the Contractor \_\_\_\_\_ dollars (\$\_\_\_\_\_) per hour for each hour, or fraction thereof, in excess of the first 8 hours.

<b>COMPENSATION SCHEDULE FOR DEPARTMENT OF REVENUE BOOT-RELEASE-AND-TOW</b>
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The Department of Revenue wishes to have one bid line that incorporates all costs (administrative, vehicles, personnel, insurance, communications, etc.) associated with Boot-Release-and-Tow requirements.

**Cost should be (xx \$'s) per each Boot-Release-and-Tow:** \_\_\_\_\_

**EXHIBIT 3**  
**COMPANY PROFILE INFORMATION**

**Submit a completed company profile information sheet for prime, each joint venture partner and subcontractor(s), as applicable.**

- (1) Legal Name of Firm: \_\_\_\_\_
- (2) Doing Business under Other Company Name?  
If yes, Name of Company: \_\_\_\_\_
- (3) Headquarters Address: \_\_\_\_\_
- (4) City, State, Zip Code: \_\_\_\_\_
- (5) Web Site Address \_\_\_\_\_
- (6) Proposed Role: ☐ Prime ☐ Subcontractor/Subconsultant ☐ Joint Venture Partner  
☐ Supplier or ☐ Other: \_\_\_\_\_
- (7) Number of Years in Business: \_\_\_\_\_
- (8) Total Number of Employees: \_\_\_\_\_
- (9) Total Annual Revenues separated by last 3 full fiscal years: \_\_\_\_\_
- (10) Describe your primary areas of expertise: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (11) Briefly describe your work, if any, contracted to other firms:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (13) Briefly describe your firm's experience in providing Auto Pound Management, Boot Release, and Related Towing Services.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- (14) Provide a summary of current and future projects and commitments:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 4**  
**COMPANY REFERENCES/CLIENT PROFILE INFORMATION**

**Submit a completed client profile information sheet for each company reference. Provide a minimum of 3 references.**

(1) Client Name: \_\_\_\_\_

(2) Address: \_\_\_\_\_

(3) City, State, Zip Code: \_\_\_\_\_

(4) Project Manager: \_\_\_\_\_

(5) Telephone Number: \_\_\_\_\_

(6) E-mail: \_\_\_\_\_

(7) Number of Employees in Client Organization: \_\_\_\_\_

(8) Project Scope of Services/Goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(9) Contract Award Date: \_\_\_\_\_ Completion: \_\_\_\_\_

(10) Initial Contract Amount: \$ \_\_\_\_\_ Final Contract Amount: \$ \_\_\_\_\_

(11) Describe how the client's goals were met. What was the outcome of the project? Attach additional pages, as necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(12) Discuss significant obstacles to implementation and how those obstacles were overcome:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(13) Is the client still utilizing your firm for these services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(14) What was the cost/financing structure of the contract?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT 5**  
**SPECIAL CONDITIONS REGARDING MBE/WBE COMMITMENT**



# **SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT**

**(MBE/WBE Professional Services)**(10 pgs)

## **I. Policy and Terms**

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

**The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Contract Goal: 25

WBE Contract Goal: 5

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.**

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.
- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

### II. Definitions

- A. **“Minority Business Enterprise” or “MBE”** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **“Women Business Enterprise” or “WBE”** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations.
- C. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **“Area of Specialty”** means the description of an MBE or WBE firm’s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm’s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contract’s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

### III. Joint Ventures

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

### IV. Counting MBE/WBE Participation Toward the Contract Goals

- A. The inclusion of any MBE or WBE in the contractor’s MBE/WBE Utilization Plan shall not conclusively establish the contractor’s right to full MBE/WBE credit for that firm’s participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:

## SPECIAL CONDITION REGARDING MBE/WBE COMMITMENT

- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation: (1) specific information concerning brokers' fees and/or commissions; (2) intended sub-suppliers or other sources of goods and/or services; and (3) specific financial or other risks to be assumed by the MBE/WBE.

- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
- D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

**The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.**

### **V. Regulations Governing Reduction or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposers letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

**Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening. Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the**

**Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein. Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations. Failure to submit documentation sufficient to support the waiver**

request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

#### **A. Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  - b. A listing of all MBE/WBE firms contacted that includes:
    - (1) Names, address and telephone numbers of MBE/WBE firms solicited;
    - (2) Date and time of contact;
    - (3) Method of contact (written, telephone, facsimile, etc.)
  - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - (1) Project identification and location;
    - (2) Classification/commodity of work items for which quotations were sought;
    - (3) Date, item and location for acceptance of subcontractor bid proposals;
    - (4) Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
    - (5) Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
  - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    - (1) A listing of all potential subcontractors contacted for a quotation on that work item;
    - (2) Prices quoted for the subcontract in question by all such potential subcontractors for that

work item.

- b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
  - (1) The City's estimate for the work under a specific subcontract;
  - (2) The bidder/proposers own estimate for the work under the subcontract;
  - (3) An average of the bona fide prices quoted for the subcontract;
  - (4) Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

## **B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

## **C. Impracticability**

- 1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.
- 2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

## **VI. Procedure To Determine Bid Compliance**

The following Schedules and described documents constitute the bidders MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

- A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the

bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

If any fully completed and executed Schedule C-1 is not submitted with the bid/proposal, it must be received by the Contract Administrator within ten (10) days of the bid/proposal opening. (All post bid/proposal submissions must have original signatures on all documents). Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

B. Letters of Certification.

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

C. Joint Venture Agreements.

If the bidders/proposers MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidders Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

**VII. Reporting Requirements During The Term of The Contract**

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE

payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractors final invoice. Final payments may be held until the Utilization Reports have been received.

**NOTICE: Do not submit invoices with “MBE/WBE Utilization Reports.”**

- C. During the term of all other contracts, the contractor shall submit regular “MBE/WBE Utilization Reports,” a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractors first “MBE/WBE Utilization Report” will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. “MBE/WBE Utilization Reports” are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.
- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractors books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

#### **VIII. MBE/WBE Substitutions**

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractors notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, “Procedure to Determine Bid Compliance.”

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled “Regulations Governing Reductions To or Waiver of MBE/WBE Goals”.

#### **IX. Non-Compliance and Damages**

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- (1) failure to satisfy the MBE/WBE percentages required by the contract; and

- (2) the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification of the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

## **X. Arbitration**

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the “Demand for Arbitration” within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **XI. Record Keeping**

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

## **XII. Information Sources**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

**U.S. Small Business Administration**  
500 W. Madison Street, Suite 1250

**S.B.A. - Bond Guarantee Program**  
**Surety Bonds**



Chicago, Illinois 60661  
General Information  
(312) 353-4528

500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

**S.B.A. - Procurement Assistance**

500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago**  
**Department of Procurement**  
**Office of Vendor Relations**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention:  
(312) 744-7655

**City of Chicago**  
**Department of Procurement**  
**Contract Administration Division**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Byron Whittaker  
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago**  
**Department of Procurement**  
**Office of Business Development -Certification Unit**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Lori Lypson  
(312) 744-4909

General Information, Department of Procurement Services: [www.cityofchicago.org/purchasing](http://www.cityofchicago.org/purchasing)

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers**  
**Development Council, Inc.**  
1040 Avenue of the Americas, 2<sup>nd</sup> floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212) 944-2430

**Chicago Minority Business**  
**Development Council**  
1 East Wacker Drive  
Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith, Executive Director  
Phone #: (312) 755-8880, Fax #: (312) 755-8890

MBE/WBE Professional Services rev. 10/16/03 (dlh)

**CITY OF CHICAGO**  
**DEPARTMENT OF PROCUREMENT SERVICES**  
**ATTACHMENT A – ASSIST AGENCY**

**African American Contractors Association**

2910 S. Wentworth, Suite 1F  
Chicago, IL 60616  
Phone: (312) 915-5960  
Fax: (312) 567-9919

**Alliance of Business Leaders & Entrepreneurs (ABLE)**

150 N. Michigan Ave. Suite 2800  
Chicago, IL 60601  
Phone: (312) 624-7733  
Fax: (312) 624-7734  
Web: [www.ablechicago.com](http://www.ablechicago.com)

**Alliance of Minority and Female Contractors**

c/o Federation of Women Contractors  
5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239

**Asian American Alliance**

222 W. Cermak Road, Suite 303  
Chicago, IL 60616-1986  
Phone: (312) 225-9320  
Fax: (312) 326-0399  
Web: [www.asianamericanalliance.com](http://www.asianamericanalliance.com)

**Association of Asian Construction Enterprises**

333 N. Ogden Avenue  
Chicago, IL 60607  
Phone: (312) 563-0746  
Fax: (312) 666-1785

**Black Contractors United**

400 W. 76<sup>th</sup> Street, Suite 200  
Chicago, IL 60620  
Phone: (773) 483-4000  
Fax: (773) 483-4150  
Web: [www.blackcontractorsunited.com](http://www.blackcontractorsunited.com)

**Chicago Area Gay & Lesbian Chamber of Commerce**

1210 W. Rosedale  
Chicago, IL 60660  
Phone: (773) 303-0167  
Fax: (773) 303-0168  
Web: [www.glchamber.org](http://www.glchamber.org)

**Inc.**

1 East Wacker Drive, Suite 1200  
Chicago, IL 60601  
Phone: (312) 755-8880  
Fax: (312) 755-8890  
Web: [www.cmbdc.org](http://www.cmbdc.org)

**Chicago Urban League**

220 S. State Street, 11<sup>th</sup> Floor  
Chicago, IL 60604  
Phone: (773) 451-3509  
Fax: (773) 285-7772  
Web: [www.cul-chicago.org](http://www.cul-chicago.org)

**Cosmopolitan Chamber of Commerce**

203 N. Wabash, Suite 518  
Chicago, IL 60601  
Phone: (312) 499-0611  
Fax: (312) 332-2688  
Web: [www.cosmochamber.org](http://www.cosmochamber.org)

**Federation of Women Contractors**

5650 S. Archer Avenue  
Chicago, IL 60638  
Phone: (312) 360-1122  
Fax: (312) 360-0239  
Web: [www.fwcchicago.com](http://www.fwcchicago.com)

**Hispanic American Contractors Industry Association (HACIA)**

901 West Jackson Boulevard, Suite 205  
Chicago, IL 60607  
Phone: (312) 666-5910  
Fax: (312) 666-5692  
Web: [www.haciaworks.org](http://www.haciaworks.org)

**Illinois Hispanic Chamber of Commerce (formerly MACC)**

111 W. Washington, Suite 1660  
Chicago, IL 60602  
Phone: (312) 425-9500  
Fax: (312) 425-9510  
Web: [www.ihccbusiness.net](http://www.ihccbusiness.net)

**Latin American Chamber of Commerce**

3512 West Fullerton Avenue  
Chicago, IL 60647  
Phone: (773) 252-5211  
Fax: (773) 252-7065  
Web: [www.latinamericanchamberofcommerce.com](http://www.latinamericanchamberofcommerce.com)

**National Association of Women Business Owners**

Chicago Chapter  
330 S. Wells Street, Suite 1110  
Chicago, IL 60606  
Phone: (312) 322-0990  
Fax: (312) 461-0238  
Web: [www.nawbochicago.org](http://www.nawbochicago.org)

**Rainbow/PUSH Coalition  
International Trade Bureau**

930 E. 50<sup>th</sup> Street  
Chicago, IL 60615  
Phone: (773) 256-2728  
Fax: (773) 373-4104  
Web: [www.rainbowpush.org](http://www.rainbowpush.org)

**Suburban Black Contractors**

848 Dodge Avenue, Suite 347  
Evanston, IL 60202  
Phone: (847) 359-5356  
Fax: (847) 359-5367

**Uptown Center Hull House**

4520 N. Beacon Street  
Chicago, IL 60640  
Phone: (773) 561-3500  
Fax: (773) 561-3507  
Web: [www.hullhouse.org](http://www.hullhouse.org)

**Women Construction Owners & Executives  
(WCOE)**

Chicago Caucus  
308 Circle Avenue  
Forest Park, IL 60130  
Phone: (708) 366-1250  
Fax: (708) 366-5418

**Women's Business Development Center**

8 South Michigan Ave, Suite 400  
Chicago, IL 60603  
Phone: (312) 853-3477  
Fax: (312) 853-0145  
Web: [www.wbdc.org](http://www.wbdc.org)

**Chicago Women in Trades (CWIT)**

1455 S. Michigan Ave., 210  
Chicago, IL 60605  
Phone: (312) 942-1444 ext. 217  
Fax: (312) 942-0802

**Coalition for United Community Labor Force  
(CUCLF)**

2100 S. Indiana Ave. #218  
Chicago, IL 606016  
Phone: (312) 225-2085-86  
Fax: (312) 225-6742

P.O. Box 21453  
Chicago, IL 60621  
Phone: (773) 471-2015  
Fax: (773) 994-8233

**Inner City Youth Foundation, Inc.**

4500 S. Michigan Ave.  
Chicago, IL 606563  
Phone: (773) 285-2000  
Fax: (773) 624-0894

**Ralph G. Moore & Associates (RGMA)**

211 W. Wacker Dr., Suite 1050  
Chicago, IL 60606  
Phone: (312) 419-1911, 7251  
Fax: (312) 419-1918

**South Shore Chamber, Incorporated**

ABF Community Service Bldg.  
1750 E. 71<sup>st</sup> Street  
Chicago, IL 60649  
Phone: (773) 643-1652  
Fax: (773) 643-1657

**Small Contractors Network (SCN)**

1313 E. Sibley Blvd., Suite 200  
Dolton, IL 60419  
Phone: (708) 849-3100  
Fax: (708) 849-3110

**United Neighborhood Organization (UNO)**

954 W. Washington Blvd., 3<sup>rd</sup> Floor  
Chicago, IL 60607  
Phone: (312) 432-6301 Ext. 237  
Fax: (312) 432-0077  
Web: [www.uno-online.org](http://www.uno-online.org)

**West Side 2000**

1029 S. May  
Chicago, IL 60607  
Phone: (312) 563-0565

**12/2008**

**Englewood Black Chamber of Commerce**

**ATTACHMENT B**  
**(On Bidder/proposer's Letterhead)**

**B. RETURN RECEIPT REQUESTED**  
(Date)

Re: Specification \_\_\_\_\_  
Description: \_\_\_\_\_

(Assist Agency Name and Address)

Dear \_\_\_\_\_:

(Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due \_\_\_\_\_ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

\_\_\_\_\_ at \_\_\_\_\_  
Name of Company Representative Address/phone

within (10) ten working days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within fifteen (15) working days of your receipt of this letter to:

Monica Cardenas, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 403  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

## SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_

II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_

IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What are the percentage(s) of MBE/WBE ownership of the joint venture?

MBE/WBE ownership percentage(s) \_\_\_\_\_

Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Profit and loss sharing: \_\_\_\_\_

2. Capital contributions:

(a) Dollar amounts of initial contribution: \_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

## Schedule B: Affidavit of Joint Venture (MBE/WBE)

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

- A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- E. Acquisition and indemnification of payment and performance bonds:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Schedule B: Affidavit of Joint Venture (MBE/WBE)

F. Negotiating and signing labor agreements:

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G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_

2. Major purchases: \_\_\_\_\_

3. Estimating: \_\_\_\_\_

4. Engineering: \_\_\_\_\_

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VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

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C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

### Schedule B: Affidavit of Joint Venture (MBE/WBE)

[illegible]

If any personnel proposed for this project will be employees of the joint venture:

A. Are any proposed joint venture employees currently employed by either venturer?

Currently employed by non-MBE/WBE (number) \_\_\_\_\_ Employed by MBE/WBE \_\_\_\_\_

B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

C. Which venturer will be responsible for the preparation of joint venture payrolls:

X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.



## Schedule B: Affidavit of Joint Venture (MBE/WBE)

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL )

**SCHEDULE C-1**  
**Letter of Intent from MBE/WBE to Perform**  
**as Subcontractor, Supplier and/or Consultant**

Name of Project/Contract: \_\_\_\_\_  
Specification Number: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

MBE: Yes \_\_\_\_\_ No \_\_\_\_\_  
WBE: Yes \_\_\_\_\_ No \_\_\_\_\_

To: \_\_\_\_\_ and the City of Chicago:  
(Name of Prime Contractor - Bidder/Proposer)

The undersigned intends to perform work in connection with the above projects as a:

\_\_\_\_\_ Sole Proprietor                      \_\_\_\_\_ Corporation  
\_\_\_\_\_ Partnership                      \_\_\_\_\_ Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached letter of Certification from the City of Chicago effective date of \_\_\_\_\_ to \_\_\_\_\_ for a period of five years.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheets.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, and will do so within (3) three working days of receipt of a signed contract from the City of Chicago.

\_\_\_\_\_  
(Signature of Owner or Authorized Agent)

\_\_\_\_\_  
Name /Title (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

## SCHEDULE D-1

### Affidavit of MBE/WBE Goal Implementation Plan

Project Name : \_\_\_\_\_

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

- I. MBE or WBE Prime Consultant/Contractor. If prime consultant is a certified MBE or WBE firm, attach copy of City of Chicago Letter of Certification. (Certification of the prime consultant as a MBE satisfies the MBE goal only. Certification of the prime consultant as a WBE satisfies the WBE goal only.)
- II. MBEs and WBEs as Joint Venturers. If prime consultant is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- III. MBE/WBE Subconsultants. Complete for each MBE/WBE subconsultant/subcontractor/supplier.

1. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

2. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

**SCHEDULE D-1**

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

5. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

6. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

7. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Dollar Amount of Participation \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

8. Attach additional sheets as needed.

## SCHEDULE D-1

### IV. Summary of MBE Proposal:

MBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total MBE Participation:	\$ _____	_____ %

### V. Summary of WBE Proposal:

WBE Firm Name	Dollar Amount of Participation	Percent Amount of participation
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
Total WBE Participation:	\$ _____	_____ %

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The contractor designates the following person as their MBE/WBE Liaison Officer:

Name \_\_\_\_\_ Phone Number: \_\_\_\_\_

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.

\_\_\_\_\_  
Signature of Affiant (Date)

State of \_\_\_\_\_  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name /s of person/s)  
as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)  
of \_\_\_\_\_ (name of party on behalf of whom instrument  
was executed).

(Seal)

\_\_\_\_\_  
Signature of Notary Public

MBE/WBE UTILIZATION REPORT

Utilization Report No. \_\_\_\_\_ Specification No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Project Name: \_\_\_\_\_

STATE OF: \_\_\_\_\_)

COUNTY (CITY) OF: \_\_\_\_\_)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title - Print or Type )

and duly authorized representative of \_\_\_\_\_  
(Name of Prime Consultant /Contractor - Print or Type )

\_\_\_\_\_  
(Address of Prime Consultant/Contractor) (\_\_\_\_\_) (Phone)

and that the following Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the contract agreement.

The following Schedule accurately reflects the value of each MBE/WBE sub-agreement and the amounts of money paid to each to date.

MBE/WBE FIRM NAME	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO-DATE
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____

Total MBE: \$ \_\_\_\_\_

Total WBE: \$ \_\_\_\_\_

## MBE/WBE UTILIZATION REPORT

*I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the contractor, to make this affidavit.*

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

**EXHIBIT 6**  
**ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT**



**INSTRUCTIONS FOR COMPLETING  
CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of this EDS:

**“Applicant”** means any entity or person making an application to the City for action requiring City Council or other City agency approval.

**“Disclosing Party”** means any entity or person submitting an EDS.

**“Entity”** or **“Legal Entity”** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**“Person”** means a human being.

**WHO MUST SUBMIT AN EDS:**

An EDS must be submitted in any of the following three circumstances:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.

# CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

## SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

\_\_\_\_\_

### Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

2. ☐ a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: \_\_\_\_\_

OR

3. ☐ a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of Disclosing Party: \_\_\_\_\_  
\_\_\_\_\_

C. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

D. Name of contact person: \_\_\_\_\_

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

\_\_\_\_\_

G. Which City agency or department is requesting this EDS? \_\_\_\_\_

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person                                   | <input type="checkbox"/> Limited liability company*      |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership*  |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture*                  |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership*                     | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership*                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)          |
- 

\* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

---

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☐ Yes ☐ No ☐ N/A

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name

Title

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1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name

Title

---

---

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---

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name

Business Address

Percentage Interest in the  
Disclosing Party

---

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### **SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

☐ Yes

☐ No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

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### **SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

(Add sheets if necessary)

☐ Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

☐ Yes      ☐ No      ☐ No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

☐ Yes      ☐ No

## B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any “Applicable Party” (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, “Disclosure of Subcontractors and Other Retained Parties”);
- any “Affiliated Entity” (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).
3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
  4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.
  5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

#### 1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☐ is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

#### 2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section



2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter 2-32 of the Municipal Code, explain here (attach additional pages if necessary):

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS**

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes

☐ No

**NOTE:** If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest
------	------------------	--------------------


4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

\_\_\_ 1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

\_\_\_ 2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

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SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

**NOTE:** If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sflllin.pdf>, linked on the page [http://www.whitehouse.gov/omb/grants/grants\\_forms.html](http://www.whitehouse.gov/omb/grants/grants_forms.html).

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

## **B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question 1. or 2. above, please provide an explanation:

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## **SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2 If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

\_\_\_\_\_  
(Print or type name of Disclosing Party)

Date: \_\_\_\_\_

By:

\_\_\_\_\_  
(sign here)

\_\_\_\_\_  
(Print or type name of person signing)

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date)\_\_\_\_\_, by\_\_\_\_\_, at \_\_\_\_\_

\_\_\_\_\_County, \_\_\_\_\_(state).

\_\_\_\_\_Notary Public.

Commission expires:\_\_\_\_\_.

11/01/05 Version

**EXHIBIT 7**  
**REQUIRED INSURANCE PROVISIONS**  
**AND CITY OF CHICAGO INSURANCE CERTIFICATE**

## **CONTRACT INSURANCE REQUIREMENTS**

Department of Streets and Sanitation

Department of Revenue

Auto Pound Management, Boot Release and Tow, and Related Towing Services

Specification No. 71969

The Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

### **A. INSURANCE TO BE PROVIDED**

#### **1) Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

#### **2) Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

#### **3) Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

#### **4) Property**

All Risk Property Insurance must be maintained by the Contractor, including improvements and betterments covering damage to machinery, equipment, (including on site trailers), tools and supplies or other contents in the amount of full replacement value of the Contractor's Property; and all City property including vehicle booting equipment and computer equipment in the care, custody and control of Contractor. Coverage extensions must include Valuable Papers. The City of Chicago is to be named as loss payee.

The Contractor is responsible for all loss or damage to City property at full replacement cost.



The Contractor is responsible for loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented or used by Contractor.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured on a primary, non contributory basis.

6) Professional Liability

When any property/site manager, project manager, EDP professionals or consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of (2) years.

7) Garage Liability

The Contractor must provide Garage Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**B. ADDITIONAL REQUIREMENTS**

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

## **INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: \_\_\_\_\_  
Address: \_\_\_\_\_

Specification #: \_\_\_\_\_  
RFP: \_\_\_\_\_

---

Project#: \_\_\_\_\_  
Contract#: \_\_\_\_\_

\_\_\_\_\_  
(City) (State) (Zip)

Description of Operation/Location

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.

c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.

d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and  
Recipient of Notice  
Certificate Holder/Additional Insured

Signature of Authorized Rep.: \_\_\_\_\_

Agency/Company: \_\_\_\_\_

City of Chicago  
Department of Procurement Services  
121 N. LaSalle St., #403  
Chicago, IL 60602

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**For City use only**

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_

Address: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Attention: \_\_\_\_\_

**EXHIBIT 8**  
**CITY OF CHICAGO STANDARD TERMS AND CONDITIONS**



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## **CITY OF CHICAGO GENERAL TERMS AND CONDITIONS\***

### **1. Deliverables**

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under the default section.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its obligations under this Agreement.

### **2. Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information; Contractor agrees to be held to the standard of care of a fiduciary. Any review, approval, acceptance of Services or Deliverables or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor under this Agreement, at law or in equity.

Contractor must be appropriately licensed to perform the Services, if required by law, and must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed as may be required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the

Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must, at the City's option, perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure, unless the reason is failure to have and maintain required licensure. See the subsection in this Agreement regarding failure to comply with licensure requirements.

### **3. Personnel**

#### **i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the City and with prior written consent of the City.

#### **ii) Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the City. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this section. The Department may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the key person or persons from performing Services under this Agreement and must replace him or them in accordance with the terms of this Agreement. Key Personnel, if any, are identified in **Exhibit \_**.

#### **iii) Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the

Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this section is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

#### **4. Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago ("Municipal Code"), §§ 2-92-420 et seq. (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in **Exhibit \_**. Contractor's completed Schedules C-1 and D-1 in **Exhibit \_**, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Contractor must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

#### **5. Indemnification**

(a) Contractor must defend, indemnify, and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- (iii) Contractor's failure to perform or cause to be performed Contractor's promises and obligations as and when required under this Agreement, including Contractor's failure to perform its obligations to any Subcontractor;
- (iv) the City's exercise of its rights and remedies under the remedies section of this Agreement; and
- (v) injuries to or death of any employee of Contractor or any Subcontractor under any workers compensation statute.

(b) "Losses" means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, any or all of which in any way arise out of or relate to Contractor's breach of this Agreement or to Contractor's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law, Contractor waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 et seq. or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Contractor's performance of Services beyond the term. Contractor acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart from and not limited by the Contractor's duties under this Agreement, including the insurance requirements in **Exhibit \_** of this Agreement.

#### **6. Ownership of Documents**

All Deliverables, data, findings or information in any form prepared, assembled or encountered by or provided to Contractor under this Agreement are property of the City, including, all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at the expense of Contractor. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction, as provided in the indemnification section of this Agreement.

#### **7. Records and Audits**

##### **(a) Records**

(i) Contractor must deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, promptly in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. If Contractor fails to make such delivery upon demand, then Contractor must pay to the City any damages the City may sustain by reason of Contractor's failure.

(ii) Contractor must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Contractor must not dispose of such documents following the expiration of this period without notification of and written approval from the City in accordance with the notice section of this Agreement.

**(b) Audits**

(i) Contractor and any of Contractor's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Contractor must maintain records showing actual time devoted and costs incurred. Contractor must keep books, documents, papers, records and accounts in connection with the Services open to audit, inspection, copying, abstracting and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Contractor conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Contractor must maintain and make similarly available to the City detailed records supporting Contractor's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Contractor must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or Services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period." If, as a result of any such audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with subsection A or B above is an event of default under the default section of this Agreement, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

**8. Confidentiality**

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Agreement, Contractor must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by a court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

(d) HIPAA and AIDS Confidentiality Act. To the extent not defined here the capitalized terms below and in



**Attachment A** will have the same meaning as set forth in the Health Insurance Portability and Accountability Act (Act).

See 45 CFR parts 160, 162 and 164. Contractor and all its Subcontractors must comply with the Act and all rules and regulations applicable to it including the Privacy Rule, which sets forth the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164 subparts A and E; the Standards for Electronic Transactions, which are located at 45 CFR parts 160 and 162 and the Security Standards, which are located at 45 CFR parts 160, 162 and 164. Contractor must also comply with the Illinois AIDS Confidentiality Act (410 ILCS 305/1 through 16) and the rules and regulations of the Illinois Department of Public Health promulgated under it. If Contractor fails to comply with the applicable provisions under the ACT or the Illinois AIDS Confidentiality Act, such failure will constitute an event of default under this Agreement for which no opportunity for cure will be provided.

Additionally, if Contractor is a Business Associate it must comply with all requirements of the Act applicable to Business Associates including the provisions contained in **Attachment A**.

#### **9. Assignments and Subcontracts.**

Contractor must not assign, delegate or otherwise transfer all or any part of its rights or obligations under the Agreement or any part of it, unless otherwise provided for in the Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or the Agreement. No approvals given by the Chief Procurement Officer operate to relieve Contractor of any of its obligations or liabilities under the Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of the Agreement. If any Subcontractor fails to observe or perform the terms and conditions of the Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of the Agreement by Contractor personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under the Agreement under no circumstances operates to relieve Contractor of any of its obligations or liabilities under the Agreement.

Contractor, upon entering into any agreement with a Subcontractor, must furnish the Chief Procurement Officer and the Department with a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of the Agreement, provide that the Subcontractors are subject to all the terms of the Agreement and are subject to the approval of the

Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under the Agreement, such agreements may contain different provisions than are provided in the Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services.

Contractor must not transfer or assign any funds or claims due or to become due under the Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Contractor under the Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under the Agreement. Any such payment has the same effect as if the City had paid Contractor that amount directly. Such payment by the City to Contractor's Subcontractor under no circumstances operates to relieve Contractor of any of its obligations or liabilities under the Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

#### **10. Term of Performance**

The Agreement takes effect as of the date in the preamble and continues until \_\_\_\_\_ or until the Agreement is terminated in accordance with its terms, whichever occurs first.

#### **11. Timeliness of Performance**

(a) Contractor must provide the Services and Deliverables within the term and within the time limits required under the Agreement. **Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this section may result in economic or other losses to the City.**

(b) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **12. Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement for up to 2 years, under the same terms and conditions as this original Agreement, by written amendment signed by both

parties.

### **13. Basis of Payment**

The City will pay Contractor according to the Schedule of Compensation in the attached Exhibit for the completion of the Services in accordance with this Agreement, including the standard of performance in Section \_\_\_\_.

### **14. Method of Payment**

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in Exhibit \_\_\_\_\_. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

### **15. Funding**

The source of funds for payments under this Agreement is Fund number \_\_\_\_\_. Payments under this Agreement must not exceed \$ \_\_\_\_\_ without a written amendment in accordance with Section 39. Funding for this Agreement is subject to the availability of funds and their appropriation by the City Council of the City.

### **16. Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under the Agreement, then the City will notify Contractor in writing of that occurrence, and the Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under the Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under the Agreement beyond those amounts appropriated and budgeted by the City to fund payments under the Agreement.

### **17. Subcontractor Payments**

Consultant must submit a status report of Subcontractor payments with each invoice for the duration of the Agreement on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at:

[http://egov.cityofchicago.org/webportal/COCWebPortal/CO\\_C\\_EDITORIAL/subcompliance.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/CO_C_EDITORIAL/subcompliance.pdf). The statement must list the following for Consultant and for each Subcontractor and supplier for the period for which payment is requested:

- (i) Total amount invoiced by the Consultant for the prior month;
- (ii) The name of each particular Subcontractor or supplier utilized during the prior month;
- (iii) Indication if the Subcontractor or supplier is acting as an MBE, WBE, DBE, or non-certified firm on this Agreement;

- (iv) The vendor/supplier number of each Subcontractor or supplier;
- (v) Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its Work, or provided specified materials in accordance with the requirements of the Agreement, Consultant must pay Subcontractor for such work or materials within fourteen (14) calendar days of Consultant receiving payment from the City.

### **18. Disputes**

Except as otherwise provided in this Agreement, Contractor must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago" is available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, Chicago, Illinois 60602.) The Chief Procurement Officer will issue a written decision and send it to the Contractor by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

### **19. Compliance with All Laws Generally**

(a) Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in these general terms and conditions, and Contractor must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Contractor must require all Subcontractors to do so, also. Further, Contractor must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as **Exhibit \_\_\_\_**. Notwithstanding acceptance by the City of the EDS, Contractor's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Contractor must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in the Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

### **20. Nondiscrimination**

- (a) **Contractor**

Contractor must comply with applicable federal, state, and local laws and related regulations prohibiting discrimination against individuals and groups. If this Agreement is federally funded in whole or in part, additional provisions related to nondiscrimination may be set forth in **Exhibit \_**.

**(i) Federal Requirements**

Contractor must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Contractor's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e et seq. (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. §§ 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. §§621-34; Rehabilitation Act of 1973, 29 U.S.C. §§ 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. §12101 et seq.; 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal statutes, regulations and other laws.

**(ii) State Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code § 750 Appendix A. Furthermore, Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq. (1990), as amended, and all other applicable state statutes, regulations and other laws.

**(iii) City Requirements**

Contractor must comply with, and the procedures Contractor utilizes and the Services Contractor provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section

2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules.

**(b) Subcontractors**

Contractor must incorporate all of this section by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement. Further, Contractor must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the federal, state, and local agencies charged with enforcing such laws and regulations, including the Chicago Commission on Human Relations.

**21. Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

**22. MacBride Ordinance**

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary contractor conducts any business operations in Northern Ireland, the contractor must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this section do not apply to contracts for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

**23. Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of

the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to the Agreement is grounds for termination of the Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

## **24. Chicago "Living Wage" Ordinance**

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

- (i) If Contractor has 25 or more full-time employees, and
- (ii) If at any time during the performance of the Agreement, Contractor and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then
- (iii) Contractor must pay its Covered Employees, and must assure that all other Performing Parties pay

their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under the Agreement.

(b) Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of the Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of the Agreement.

(c) As of July 1, 2008, the Base Wage is \$10.60 per hour, and each July 1 thereafter, the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under the Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Contractor and all other Performing Parties must pay the prevailing wage rates.

(d) Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Contractor agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Contractor or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Contractor and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Contractor is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Section (a) through (d) above do not apply.

## **25. Warranties and Representations**

In connection with signing and carrying out this Agreement, Contractor:

- (a) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are

competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;

(c) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

(d) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the City ;

(e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

(f) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of § 2-92-320 of the Municipal Code , and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1;

(g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under the remedies and early termination sections of this Agreement; and

(h) warrants and represents that neither Contractor nor an Affiliate of Contractor (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. "Affiliate of Contractor" means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

## **26. Ethics**

(a) In addition to the foregoing warranties and representations, Contractor warrants:

(i) no officer, agent or employee of the City is employed by Contractor or has a financial interest directly or indirectly in the Agreement or the compensation to be paid under the Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(ii) no payment, gratuity or offer of employment will be made in connection with the Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Contractor further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

## **27. Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under the Agreement, each and without limitation every obligation or undertaking in the Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

## **28. Business Documents**

At the request of the City, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

## **29. Conflicts of Interest**

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Contractor represents that it, and to the best of its knowledge, its Subcontractors if any (Contractor and Subcontractors will be collectively referred to in this section as "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any direct or indirect interest in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Contracting Parties must disclose to the City their past client lists and the names of any clients with whom they have an ongoing relationship. Contracting Parties are not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Contracting Parties' past or present clients. If Contracting Parties become aware of a conflict, they must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Contracting Parties assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venture in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Further, Contracting Parties must not assign any person having any conflicting interest to perform any Services under this Agreement or have access to any confidential information, as described in this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Contracting Parties' services for others conflict with the Services that Contracting Parties are to render for the City under this Agreement, Contracting Parties must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which is part of the EDS and incorporated by reference as if fully set forth here.

### **30. Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of the Agreement or because of the City's execution, attempted execution or any breach of the Agreement.

### **31. EDS / Certification Regarding Suspension and Debarment**

Contractor certifies, as further evidenced in the EDS attached as **Exhibit \_\_**, by its acceptance of this Agreement

that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Contractor further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Contractor or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

### **32. Events of Default Defined**

The following constitute events of default:

(a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

(b) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services;

(ii) Failure to have and maintain all professional licenses required by law to perform the Services;

(iii) Failure to timely perform the Services;

(iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;

(vi) Discontinuance of the Services for reasons within Contractor's reasonable control;

(vii) Failure to comply with paragraph 15 above in the performance of the Agreement;

(viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;

(ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and

(x) Any other acts specifically stated in this Agreement as constituting an act of default.

(c) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer (when such prior approval is permissible by law),

which approval the Chief Procurement Officer will not unreasonably withhold.

(d) Contractor's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Contractor acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

(e) Contractor's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Chief Procurement Officer, it indicates a willful or reckless disregard for City laws and regulations.

### **33. Remedies**

(a) Notices. The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Contractor fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this section and the notice section of this Agreement. Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

(b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:

(i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for

Contractor under this section;

(ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;

(iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

(iv) The right to money damages;

(v) The right to withhold all or any part of Contractor's compensation under this Agreement;

(vi) The right to deem Contractor non-responsible in future contracts to be awarded by the City;

(vii) The right to declare default on any other contract or agreement Contractor may have with the City.

(c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

(d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **34. Early Termination**

(a) In addition to termination under the default and remedies sections of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Contractor. The City will give notice to Contractor in accordance with the provisions of the notice section of this Agreement. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under the notice section of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the compensation section of this Agreement, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with the disputes section of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Contractor or the City.

(d) If the City's election to terminate this Agreement for default under the default and remedies sections is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this section.

### **35. Suspension**

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions in this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice to the City may treat the suspension as an early termination of this Agreement under the provision in this Agreement.

### **36. Right to Offset**

(a) In connection with Contractor's performance under this Agreement, the City may offset any incremental costs and other damages the City incurs in any or all of the following circumstances:

- (i) if the City terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- (ii) if the City exercises any of its remedies under the remedies section of this Agreement;
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these incremental costs and other damages by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount offset is insufficient to cover those incremental costs and other damages, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) As provided under § 2-92-380 of the Municipal Code, the City may set off from Contractor's compensation under this Agreement an amount equal to the amount of the fines and penalties for each *outstanding parking violation* complaint and the amount of any *debt* owed by Contractor to the City as those italicized terms are defined in the Municipal Code.

(c) In connection with any liquidated or unliquidated claims against Contractor, and without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Contractor unrelated to this Agreement. When the City's claims against Contractor are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Contractor to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

### **37. Entire Agreement**

#### **(a) General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

#### **(b) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise,



oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**(c) No Omissions**

Contractor acknowledges that Contractor was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**38. Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

**39. Amendments**

No changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Contractor and by the Mayor, Comptroller, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this section.

Whenever under this Agreement Contractor is required to obtain the City's prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

**40. Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Contractor irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Contractor, or by personal delivery on any officer, director, or managing or general agent of Contractor. If any action is brought by Contractor against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

**41. Severability**

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

**42. Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

**43. Cooperation**

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to ensure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**44. Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that

would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the City's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

#### **45. Independent Contractor**

(a) This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the City.

(b) This Agreement is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

(ii) Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

(iii) The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

#### **46. Electronic Ordering and Invoices**

The Contractor shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Contractor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Contractor shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to,

disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents shall be in addition to paper documents required by this contract, however, by written notice to the Contractor, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **47. Participation by Other Local Government Agencies**

Other local government agencies may be eligible to participate in this agreement pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City of Chicago's Chief Procurement Officer, and if such purchases have no net adverse effect on the City of Chicago, and result in no diminished services from the Contractor to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

#### **48. Environmental Warranties and Representations**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Contractor warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while the Agreement is executory, Contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of the Agreement, constitutes a breach of and an event of default

under the Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in the Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of the Agreement, and may further affect Contractor's eligibility for future contract awards.

#### **49. Firms Owned or Operated by Individuals with Disabilities**

The City encourages contractors to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

#### **50. Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

#### **51. Authority**

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

#### **52. Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

**"Additional Services"** means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under the Scope of Services provision, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval of the City in a written amendment before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

**"Agreement"** means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

**"Chief Procurement Officer"** means the Chief Procurement Officer ("CPO") of the City and any representative duly authorized in writing to act on /the CPO's behalf.

**"Chief Financial Officer"** means the Chief Financial Officer ("CFO") of the Department of Finance and any representative authorized in writing to act on the CIO's behalf.

**"Commissioner"** means the Commissioner of the Department of Streets and Sanitation, and any representative authorized in writing to act on the Commissioner's behalf.

**"Department"** means the City Department of Streets and Sanitation or Department of Revenue..

**"Executive Director"** means the means the executive of the Department of Revenue and any representative authorized in writing to act on the Executive Director's behalf.

**"Services"** means, collectively, the services, duties and responsibilities described in the Scope of Services in this Agreement and **Exhibit \_** of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Contractor.

**EXHIBIT 9**  
**HISTORICAL DATA**

**Exhibit 9**  
**Historical Usage Information**  
**Department of Streets Sanitation**  
**Private Towing Contract Summary**

	2006			2005		
	TOWED	REDEEMED	DISPOSED	TOWED	REDEEMED	DISPOSED
ABANDONED	9,108	1,207	8,073	12,721	1,452	11,747
PERCENT		13.3%	88.6%		11.4%	92.3%
PERCENT OF TOTAL TOWED	8.8%			12.7%		
ALTERED TEMP	1,471	448	1,163	1,807	555	2,012
CABS	425	396	27	410	379	142
CURFEW	30	19	10	38	17	35
COUNTERFEIT STICKER	0	0	0	0	0	0
DUI	5,012	3,172	1,902	5,485	3,516	2,574
DRAG RACING	32	34	2	41	34	4
ELUDING POLICE	0	0	0	0	0	0
FIREARMS	826	507	316	821	485	410
FLY DUMP	24	18	5	32	23	12
FIREWORKS	6	4	2	4	3	0
DEFAACEMENT	26	15	0	0	0	0
NARCOTICS	9,390	5,135	3,949	9,378	5,019	5,202
NOISE	1,379	1,235	153	1,445	1,293	194
SOLICITATION	1,301	998	285	1,371	1,085	356
TOTAL FOR V.I.P.	19,922	11,981	7,814	20,832	12,409	10,941
PERCENT		60.1%	39.2%		59.6%	52.5%
% OF TOTAL IMMEDIATES TOWED	21.0%			23.8%		
TOTAL FOR BOOTS	15,360	6,071	8,976	14,579	5,486	9,244
PERCENT		39.5%	58.4%		37.6%	63.4%
% OF TOTAL IMMEDIATES TOWED	16.2%			16.6%		
TOTAL FOR ACCIDENTS	2,562	1,099	1,412	2,879	1,120	1,834
PERCENT		42.9%	55.1%		38.9%	63.7%
% OF TOTAL IMMEDIATES TOWED	2.7%			3.3%		
TOTAL FOR ARRESTEE	1,924	1,511	387	2,007	1,533	489
PERCENT		78.5%	20.1%		76.4%	24.4%
% OF TOTAL IMMEDIATES TOWED	2.0%			2.3%		
TOTAL FOR HAZARDS	25,275	17,022	8,166	18,482	8,364	10,330
PERCENT		67.3%	32.3%		45.3%	55.9%
% OF TOTAL IMMEDIATES TOWED	26.6%			21.1%		
TOTAL FOR INSURANCE	11,253	8,227	2,973	12,053	8,523	3,703
PERCENT		73.1%	26.4%		70.7%	30.7%
% OF TOTAL IMMEDIATES TOWED	11.9%			13.8%		
TOTAL FOR OVERNIGHT PARKING BAN	11,511	11,099	345	9,141	8,786	323
PERCENT		96.4%	3.0%		96.1%	3.5%
% OF TOTAL IMMEDIATES TOWED	12.1%			10.4%		
TOTAL FOR STOLEN	7,086	4,576	2,431	7,684	4,813	2,974
PERCENT		64.6%	34.3%		62.6%	38.7%
% OF TOTAL IMMEDIATES TOWED	7.5%			8.8%		
TOTAL IMMEDIATE TOWS	94,893	61,586	32,504	87,657	51,034	39,838
PERCENT		64.9%	34.3%		58.2%	45.4%
% OF TOTAL IMMEDIATES TOWED	100.0%			100.0%		
PERCENT OF TOTAL TOWED	91.2%			87.3%		
TOTAL CONTRACTOR TOWS (Excluding Pounds #1 & #4)	104,001	62,793	40,577	100,378	52,486	51,585
		60.4%	39.0%		52.3%	51.4%
POUND #1	2,531			2,476		
POUND #2	46,173	28,387	17,221	40,078	21,358	20,802
POUND #3N & #3S	9,108	1,207	8,073	12,721	1,452	11,747
POUND #4	48			44		
POUND #6	48,720	33,199	15,283	47,579	29,676	19,036
TOTAL	106,580	62,793	40,577	102,898	52,486	51,585

**Exhibit 9**  
**Historical Usage Information**  
**Department of Streets Sanitation**  
**Private Towing Contract Summary**

	2008			2007		
	TOWED	REDEEMED	DISPOSED	TOWED	REDEEMED	DISPOSED
ABANDONED	5,716	1,437	4,440	7,834	1,355	6,694
PERCENT		25.1%	77.7%		17.3%	85.4%
PERCENT OF TOTAL TOWED	6.7%			7.7%		
ALTERED TEMP	1,421	507	859	1,337	411	884
CABS	384	366	25	472	433	16
CURFEW	0	0	1	31	21	16
COUNTERFEIT STICKER	69	48	0	0	0	0
DUI	4,609	3,261	1,374	5,150	3,578	1,560
DRAG RACING	29	25	6	55	49	4
ELUDING POLICE	0	0	0	1	1	0
FIREARMS	754	472	267	767	489	272
FLY DUMP	20	16	4	13	8	7
FIREWORKS	3	3	0	3	3	1
DEFAACEMENT	23	18	4	29	27	13
NARCOTICS	9,608	5,467	3,662	10,521	6,037	3,857
NOISE	1,162	1,051	149	1,746	1,590	108
SOLICITATION	959	782	183	1,184	953	243
TOTAL FOR V.I.P.	19,041	12,016	6,534	21,309	13,600	6,981
PERCENT		63.1%	34.3%		63.8%	32.8%
% OF TOTAL IMMEDIATES TOWED	23.8%			22.7%		
TOTAL FOR BOOTS	18,440	9,874	8,438	15,787	6,839	8,966
PERCENT		53.5%	45.8%		43.3%	56.8%
% OF TOTAL IMMEDIATES TOWED	23.0%			16.8%		
TOTAL FOR ACCIDENTS	1,923	908	926	2,192	1,012	1,238
PERCENT		47.2%	48.2%		46.2%	56.5%
% OF TOTAL IMMEDIATES TOWED	2.4%			2.3%		
TOTAL FOR ARRESTEE	1,550	1,272	290	1,929	1,565	359
PERCENT		82.1%	18.7%		81.1%	18.6%
% OF TOTAL IMMEDIATES TOWED	1.9%			2.1%		
TOTAL FOR HAZARDS	14,627	10,242	4,405	24,916	18,000	7,075
PERCENT		70.0%	30.1%		72.2%	28.4%
% OF TOTAL IMMEDIATES TOWED	18.3%			26.6%		
TOTAL FOR INSURANCE	8,788	6,874	1,915	10,457	7,829	2,716
PERCENT		78.2%	21.8%		74.9%	26.0%
% OF TOTAL IMMEDIATES TOWED	11.0%			11.1%		
TOTAL FOR OVERNIGHT PARKING BAN	10,003	9,794	240	10,654	10,484	279
PERCENT		97.9%	2.4%		98.4%	2.6%
% OF TOTAL IMMEDIATES TOWED	12.5%			11.4%		
TOTAL FOR STOLEN	5,754	4,088	1,641	6,587	4,367	2,236
PERCENT		71.0%	28.5%		66.3%	33.9%
% OF TOTAL IMMEDIATES TOWED	7.2%			7.0%		
TOTAL IMMEDIATE TOWS	80,126	55,068	24,389	93,831	63,696	29,850
PERCENT		68.7%	30.4%		67.9%	31.8%
% OF TOTAL IMMEDIATES TOWED	100.0%			100.0%		
PERCENT OF TOTAL TOWED	93.3%			92.3%		
TOTAL CONTRACTOR TOWS (Excluding Pounds #1 & #4)	85,842	56,505	28,829	101,665	65,051	36,544
		65.8%	33.6%		64.0%	35.9%
POUND #1	2,530			2,550		
POUND #2	35,056	22,011	12,636	46,881	30,374	16,203
POUND #3N & #3S	5,716	1,437	4,440	7,834	1,355	6,694
POUND #4	39			27		
POUND #6	45,070	33,057	11,753	46,950	33,322	13,647
TOTAL	88,411	56,505	28,829	104,242	65,051	36,544

**EXHIBIT 10**  
**CITY OF CHICAGO CONTRACTORS PERFORMANCE AND PAYMENT BOND**

# CONTRACTOR'S PERFORMANCE & PAYMENT BOND

*Know All Men by these Presents,*      That we,

Principal, hereinafter referred to as Contractor, and

, Surety

of the County of Cook and State of Illinois, are held and firmly bound unto the CITY OF CHICAGO in the penal sum of

lawful money of the United States, for the payment of which sum of money, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

*Sealed* with our seals and dated this

day of

A.D., 20

*The Condition of the Above Obligation is such,*

That whereas the above bounden Contractor has entered into a certain contract with the CITY OF CHICAGO, bearing

Contract No. \_\_\_\_\_ and Specification No. \_\_\_\_\_ all in conformity with said contract, for,

SPECIMEN

The said contract is incorporated herein by reference in its entirety, including without limitation, any and all indemnification provisions.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on its part, in accordance with the terms and provisions of all of the Contract Documents comprising said contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep harmless the City of Chicago against all loss, damages, claims, liabilities, judgements, costs and expenses which may in anywise accrue against said City of Chicago, in consequence of the granting of said contract, or which may in anywise result therefrom, or which may result from strict liability, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from or in connection with, work performed or to be performed under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or anyone else, in any respect whatever, or which may result on account of any infringement of any patent by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each and every materialman and subcontractor, and to each and every person who shall be employed by the said Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the compensation, and shall pay all claims and demands for compensation which may accrue to each and every person who shall be employed by them or any of them in or about the performance of said contract, or which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820 ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.



And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property, arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois, and any order of court based upon such decision, or judgement thereon, rendered against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath, prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 550, as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within 180 days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within 10 days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further, that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120 day period in which case action may be taken immediately following such final settlement, and provided, further, that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

	_____	(Seal)
Approved _____, 20____	_____	(Seal)
_____	_____	(Seal)
Purchasing Agent	_____	(Seal)
	_____	(Seal)
Approved as to form and legality:	_____	(Seal)
_____	_____	(Seal)
Assistant Corporation Counsel		